

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

January 19, 2021



Location:

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

<https://zoom.us/j/94704329613>

Meeting ID: 947 0432 9613

Dial In Number: 312 626

Meeting – 7:00 p.m. – Bob Boyles Hall

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

**Illinois Eastern Community Colleges
Board Agenda**

**January 19, 2021
7:00 p.m.**

**Frontier Community Colleges
Bob Boyles Hall**

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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. Leave & Benefit Policy 400.4/Family Medical Leave Policy 400.2
7. Policy Second Reading.....Gower
 - A. None
8. Staff Recommendations for Approval
 - 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 Hawkins
 - B. Board Procedure 100.12 ADA Revision.....Gower
 - C. Course Fee Adjustment/ Medical Assistant & Pharmacy TechnicianGower

- D. Return to Play Plan/Spring 2021Gower
- E. Proposed changes to Dual Credit Cost & Fee StructureGower
- F. Facility Use Agreement SIU/IECCGower
- G. Exception to Bidding Procedures Hawkins

- 9. Bid Committee Report
 - A. WVC Solar Project Hawkins

- 10. District Finance
 - A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins

- 11. Executive SessionGower

- 12. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes.....Gower
 - B. Audio Executive Session MinutesGower

- 13. Approval of Personnel ReportGower

- 14. Collective BargainingGower

- 15. LitigationGower

- 16. Other Items

- 17. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, Olney Central College, 305 North West Street, Olney, Illinois, Tuesday, December 8, 2020.

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 (via Zoom), G. Andrew Fischer, Jan Ridgely, Barbara Shimer (via Zoom). Also present was Sutton Dunn, student trustee (via Zoom). 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 D. Brooks, Gary Carter, Brenda K. Culver, Barbara Shimer, Student Trustee Sutton Dunn, and Board Secretary Renee Smith 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. (via Zoom)

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

Rodney Ranes, President of Olney Central College.

Matt Fowler, President of Wabash Valley College.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Alex Cline, Director of Information & Communications Technology.

Andrea McDowell, Director of Human Resources.

Renee Smith, Board Secretary (via Zoom).

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

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held November 17, 2020, were presented for disposition.

Board Action to Approve Minutes: Trustee Gary Carter made a motion to approve minutes of the foregoing meeting as prepared. Trustee John Brooks 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 – “Public Hearing 2020 Tax Levy” -

Public Hearing: The Chairman announced that the next agenda item for the Board of Trustees was a public hearing to receive comments on the 2020 Tax Levy.

Motion to Recess Regular Meeting and Reconvene Following Hearing: Trustee Brenda Culver made the motion that the Board recess its regular meeting and reconvene immediately following the Tax Levy Hearing. Trustee Barbara Shimer seconded the motion that “Illinois Eastern Community College District 529, counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White now convene a Tax Levy Hearing on this 8th day of December, 2020. The purpose of the Tax Levy Hearing is to receive public comments on the 2020 Tax Levy of the District.”

Public Hearing: 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. At 7:04 p.m. the Chairman declared that the Board to be in a hearing on the 2020 Tax Levy and asked the Secretary to call the roll for attendance.

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 (via Zoom), G. Andrew Fischer (via Zoom),

Public Hearing: The Chairman declared that a quorum was present, and the Tax Levy Hearing was now open.

Public Oral Testimony: The Chairman asked if there were any members of the public who wished to provide oral testimony on the 2020 Tax Levy. There were no members of the public who wished to provide oral testimony on the 2020 Tax Levy.

Public Written Testimony: The Chairman asked if there were any member of the public who wished to provide written testimony concerning the 2020 Tax Levy. There were no members of the public who wished to provide written testimony concerning the 2020 Tax Levy.

The Chairman asked if all persons desiring to be heard had been given an opportunity to give oral or written testimony with respect to the 2020 Tax Levy. There were no persons desiring to be heard or to provide written testimony concerning the 2020 Tax Levy.

Public Hearing Adjourned: The Chairman announced that all persons desiring to be heard have been given an opportunity to provide oral or written testimony with respect to the 2020 Tax Levy. Hearing no additional requests, the Chair asked for a motion to conclude and adjourn the hearing.

Trustee Brenda Culver made a motion that the hearing be adjourned. Student Trustee Sutton Dunn seconded the motion and the Chairman directed the Board Secretary to call the roll of members present. 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 (via Zoom), G. Andrew Fischer (via Zoom).

The Chairman announced that the motion carried and the Tax Levy Hearing was adjourned at 7:10 p.m. and that pursuant to the earlier motion, the Board of Trustees was now in open, public session for the transaction of business, a quorum being present.

AGENDA #4 – “Recognition of Visitors & Guests” –

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

#4-B. IECEA Representative: IECEA Union President Rob Mason was present and expressed appreciation to District faculty for the adjustments made in implementing virtual learning.

AGENDA #5 – “Public Comment” – None.

AGENDA #6 – “Reports” –

#6-A. Report from Trustees: None.

#6-B. Report from Presidents: Informational reports including the announcement of upcoming events were provided by the College Presidents.

#6-C. Report from Cabinet: None.

AGENDA #7 – “Policy First Readings (and Possible Approval)” –

#7-A. Board of Trustees 100.12 Americans with Disabilities Act: Chancellor Gower recommended the Board waive the second reading and approve revisions to policy 100.12 as follow:

BOARD OF TRUSTEES - 100

Americans with Disabilities Act Policy (100.12)

Date Adopted: March 15, 1994

Revised: October 20, 2015

Revised: December 8, 2020 (Pending Board Approval)

The Board of Trustees of Illinois Eastern Community Colleges is committed to maintaining an inclusive and accessible environment in compliance with both the letter and the spirit of the Americans with Disabilities Act (ADA) of 1990, its amendments, and Section 504 of the Rehabilitation Act of 1973, as amended, other laws protect the rights of persons with disabilities by being committed IECC complies with both the letter and the spirit of the law by:

1. providing opportunities to qualified persons with disabilities in employment and in access to education, programs, services and activities, when doing so will not pose an undue ~~burden~~ hardship or fundamentally alter the ~~programs~~ operations of the institution;
 2. raising the awareness of all employees of the institution and providing institutional resources;
 3. appointing capable personnel to coordinate ADA compliance;
 4. implementing interactive procedures for receiving and responding to requests for reasonable accommodations in a timely manner;
 5. ensuring the IECC website is accessible to persons with disabilities so they have equivalent access to the information and functionality provided to individuals without disabilities; and
- 3.6. making compliance with the Americans with Disabilities Act a priority of the institution, subject to available resources, and taking appropriate steps to meet the deadlines established by the Equal Opportunity Commission and/or Congress.

~~The administration~~

1. ~~appoints one individual with sufficient powers, authority, and staffing to coordinate compliance with the Americans with Disabilities Act district wide; [see 3 above]~~
2. ~~appoints one employee at each college to coordinate compliance with the Americans with Disabilities Act; [see 3 above]~~
3. ~~implements procedures to coordinate responses to requests from individuals with disabilities and to respond to requests in a timely fashion; [see 4 above]~~
4. ~~implements procedures for raising awareness of the requirements of the ADA to the college community as well as to all levels of the institution, including senior administrators, faculty, and supervisors; and,~~
5. ~~communicates ADA compliance progress and issues to the Board of Trustees.~~

~~The Board of Trustees recognizes that compliance with the ADA may require rearranging certain priorities of the institution. It is our intent that compliance with the letter of the ADA shall be given a high priority of the institution and appropriate changes, subject to available resources, be made. Accommodation will be provided to qualified individuals with disabilities, unless this poses an undue burden on the institution's resources or would fundamentally alter the nature of a program. The administration is directed to take this policy statement and the ADA's requirements into consideration in preparing its budgetary proposals.~~

In regard to employment or potential employment, it is the policy of Illinois Eastern Community Colleges to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

It is the responsibility of individual students, staff, and faculty members to identify themselves as an individual with a disability seeking an accommodation or modification. Individual students, staff, and faculty members are also responsible for documenting their disability (from an appropriate licensed professional) and to demonstrate how the disability limits their ability to complete the essential functions of their job or limits the student's participation in services, programs, or activities of the institution.

Students, staff, and faculty members must maintain institutional standards of performance.

Board Action: Trustee Barbara Shimer made a motion to approve the revised Board of Trustees Policy 100.12 as recommended. Student Trustee Sutton Dunn 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 #8 – “Policy Second Reading” - None.

AGENDA #9 – “Staff Recommendation for Approval” – The following staff recommendations were presented for approval.

#9-A. OCC Medical Office Programs Handbook: Chancellor Gower reviewed proposed revisions and recommended approval of the revised OCC Medical Office Programs Handbook. The proposed Handbook is listed in full in the Board agenda.

Board Action: Trustee Brenda Culver made a motion to approve the revised OCC Medical Office Programs Handbook as recommended. Student Trustee Sutton Dunn 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.

#9-B. IECC Associate Degree in Nursing and Radiography Handbooks: Chancellor Gower reviewed proposed revisions and recommended approval of the program handbooks for the Associate Degree in Nursing and Radiography programs. The handbooks are listed in full in the board agenda.

Board Action: Trustee Brenda Culver made a motion to approve the revised IECC Associate Degree in Nursing and Radiography Handbooks as reviewed and recommended. Student Trustee Sutton Dunn 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. Trustees voting nay: None. Student advisory vote: Yea. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-C. WVC Small World and WADI Agreement: The Chancellor recommended approval of an agreement between Wabash Area Development Incorporated (WADI) the Small World Child Development Center located at Wabash Valley College. The following agreement provides for the opportunity for each party to work to increase success for families leaving the Head Start program and moving into Kindergarten.

**MEMORANDUM OF UNDERSTANDING
AND
LINKAGE AGREEMENT
BETWEEN
WABASH AREA DEVELOPMENT INC. HEAD START/EARLY HEAD START PROGRAM
And
SMALL WORLD – WABASH VALLEY COLLEGE**

PRE-K AGREEMENT

**This is a collaborative agreement which describes the intentions for the above two entities to work in partnership to support early childhood care and education of the families with preschool age children in the community.*

In order to support comprehensive services and support for these families both parties agree to:

1. Establish and maintain open lines of communication with each other.
2. After children have been screened, meet with Head Start for the selection process for appropriate placement.
3. If families selected for the school Pre-K program are already enrolled in Head Start, it will be explained to families that they need to remain in Head Start as both programs are collaborating with this Preschool for All/Pre-K program. Head Start can provide many services that Pre-K cannot (health, dental, vision, etc). The school can provide center-based services that Head Start does not.
4. Routinely refer children to each others program and share waiting lists with each other.
5. When applicable with parent consent, each partner will release development screening results, health screenings, medical information, etc. in order for families to receive services in each program.

SPECIAL EDUCATION AGREEMENT

*The following agreement is for the purpose of promoting cooperation in serving families with children who may be in need of special education. **It is not a legally binding contract.***

Head Start agrees to:

1. a. Screen all children enrolled for potential problems in the areas of physical and dental health within 90 days of enrollment.
b. Screen all children enrolled for potential problems in speech, vision, hearing and development within 45 days of enrollment.
c. Complete other assessments through observation and discussion with parents.
d. Obtain a child development history on each child.
2. All children failing any section of the developmental rescreen will be referred to the school district, with parent permission, for further evaluation. We will complete referral paperwork and include results from our screenings. We will assist parents with transportation to the school for evaluations and meetings. We will assist the school in contacting parents and relaying messages.
3. We wish to participate in all conferences including the IEP and Annual Review. Head Start staff that may attend will be the teacher/home visitor, health staff, or site supervisor depending on conditions and availability of staff.
4. Head Start will dual enroll children with the school district as deemed appropriate in the IEP. We will attempt to accommodate placement in our classroom or home based program. Head Start is willing to be a placement option for children eligible for Special Education and related service if deemed appropriate at the IEP and parents are in agreement.
5. We will conference with all teachers of dual enrolled children to ensure continuity of programs, building on and reinforcing the objectives set on the IEP.
6. Head Start will obtain written consents of parents to share all information to and from the school district. We will request copies of all evaluations done and all conferences including the IEP. We will observe confidentiality of the information shared.
7. We will notify you of any child in our Early Head Start program meeting disability criteria who turns three years old at least six months in advance of their turning three years of age.
8. Head Start will assist parents in understanding their rights under the provisions of Part B IDEA.

Head Start will participate in transition meetings with Early Intervention and the local school district for all children with disabilities entering the school systems. Head Start will prepare the child and parent for a smooth transition into the school system. Visiting and conference activities will be coordinated with the school personnel.

Head Start will collaborate with the school district to provide one-on-one training to Head Start staff working with the dual enrolled child. An example of this training might be for the Head Start teacher/home visitor to observe and work with the child and the speech therapist during a session.

The school district agrees to:

1. Refer to Head Start when a child does not meet eligibility requirements for a school program or when dual enrolling with Head Start would benefit the child.
2. Invite Head Start staff to attend staffing, IEP and other reviews and/or ongoing conferences on all children in Head Start. If possible, CC the copy of the letter sent to the parent of the child enrolled in the Head Start program.
3. Contact Head Start for our assistance when there is difficulty connecting with or getting response from a parent.
4. Conduct evaluations as needed on children referred for further assessments when the Head Start screening indicates a concern.
5. With written consent of parent, share reports both verbally and written with the appropriate Head Start staff.

KINDERGARTEN TRANSITION AGREEMENT

The following section is for the purpose of promoting smooth and timely transition for the children and families leaving Head Start and going to kindergarten. This agreement allows for anticipation, orientation and information sharing for the families leaving Head Start and going into kindergarten.

Head Start agrees to:

1. Provide all families leaving Head Start to go on to kindergarten with the booklet, “*Head Start to Kindergarten: Another Step Forward*”. The booklet will include a listing of all schools addresses, phone numbers, principal’s name, and names of the kindergarten teachers in Edwards, Gallatin, Hamilton, Saline, Wabash, Wayne and White County school districts.
2. Encourage families to participate in their pre-school round-up and kindergarten registrations. Head Start will provide transportation assistance if necessary.
3. Give the families a copy of their child’s physical, dental and shot records from the program’s files to take with them to their child’s kindergarten registration.
4. Plan, do, and review transition activities with families to help with concerns and raise awareness of the important development milestones. Examples of activities are: reading books about kindergarten and separation, drawing pictures, making books, role playing, etc.
5. Plan, do, and review field trips to local kindergarten classrooms.

The school district agrees to:

1. Provide Head Start with the needed information for compiling the transition booklet.
2. Contact Head Start Education Coordinator with kindergarten registration dates to assist in keeping families informed.
3. Support the Head Start kindergarten field trip.

4. Support Head Start families' and children's participation in activities during the Head Start kindergarten field trip.

**The following outlines steps to coordinate activities with the local educational agencies serving Edwards, Gallatin, Hamilton, Saline, Wabash, Wayne and White Counties in which children participating in the Head Start Program will enroll following their departure from Head Start.*

In joint collaboration, both agencies agree to provide the appropriate services to families involved in local service areas of the educational agency. Both agencies and service providers will work together to provide an integrated system of public dissemination and access to programs for families contacting the Head Start program or any of the preschool programs.

Both agencies agree to share information according to the confidentiality guidelines and will not disclose information without written consent.

Both agencies will make and accept referrals meeting the appropriate guidelines, educational activities, curricular objectives and instruction.

Both agencies will work together to meet the needs of the families through selection priorities for eligible children to be served by programs.

Both agencies will respect the human rights and dignity of persons served with provisions of additional services to meet the needs of working parents as applicable.

The collaboration of services will be a united team effort by providing staff training including opportunities for joint staff training in topics such as academic content standard, instructional methods, and social and emotional development.

Both agencies will provide communication and parent outreach for smooth transitions to kindergarten.

Both agencies will address any communication difficulties individually or through intra-agency meetings or program technical assistance.

Both agencies will collaborate as needed in the shared use of facilities, transportation and any other elements agreed to by the parties to such memorandum.

This agreement and memorandum will begin September 2020 and continue through September 2021. Agreement will be reviewed and renewed annual.

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

#9-D. McKendree University ADN to BSN Agreement: The Chancellor recommended approval of the following articulation agreement between the District and McKendree University. This an updated version of the current agreement with McKendree. The updated agreement provides for Illinois Eastern Community College Nursing students to pursue a bachelor's degree.

McKendree University will accept up to 90 semester hours of credit from IECC and completion of the Associate Degree in Nursing Program will fulfill general education requirements.

**Articulation Agreement Between
McKendree University and Illinois Eastern Community Colleges –
Olney Central College ADN to BSN**

This articulation agreement is the result of discussions between McKendree University and Illinois Eastern Community Colleges (IECC). McKendree and IECC agree that both institutions value this cooperative agreement and that this agreement will best serve the current students of both institutions.

Terms and Conditions

Section I: Admissions and Matriculation

McKendree and IECC have developed a four-year program plan to facilitate the most seamless transfer possible for IECC students who complete the Associate Degree in Nursing (ADN) at Illinois Eastern Community Colleges and desire to earn the Bachelor of Science Degree in Nursing at McKendree University.

Students who satisfactorily complete the ADN requirements with IECC and hold an unencumbered license as a registered nurse will be admitted to McKendree University.

McKendree and IECC agree to inform potential transfer students of the existence of this institutional articulation agreement and the advantages of pursuing the articulated programs.

Dual Enrollment is possible for students that have a 3.25 grade point average (GPA) at IECC. IECC students pursuing the ADN that meet the minimum GPA will be allowed to enroll in the following coursework (9 hours) at McKendree University prior to completion of the IECC ADN and completion of nursing licensure:

NSG 351 – Health Assessment and Pathophysiology I – 3 credits

NSG 352 – Health Assessment and Pathophysiology II – 3 credits

NSG 404 – Diversity in Healthcare Delivery – 3 credits

Students enrolled with both institutions will receive financial aid from one institution per Federal Department of Education regulations. While completing your ADN, you should complete all financial aid with Illinois Eastern Community Colleges.

Section II: Transfer of credit

McKendree University agrees to accept a maximum of 90 semester hours of credit from the IECC graduate who seeks to complete a baccalaureate degree at McKendree. McKendree University will communicate specific options for students and give careful consideration to all previously

completed courses. Courses in addition to those used to earn the ADN at IECC will be evaluated individually to determine which are transferable and what requirements have been met. Completion of the ADN fulfills all general education requirements with McKendree University.

Section III: Program Plan

The four-year program plan for the B.S. in Nursing is included at the end of this agreement. These plans will specify the student degree course plan and transfer credit requirements.

Degree course plans will be reviewed by both McKendree University and Illinois Eastern Community Colleges representatives on an annual basis, and revised or updated as needed to reflect any changes in the degree requirements.

Notices should be mailed to the following addresses by first class mail in order to fulfill any notice of revision/updates to this Agreement.

For Illinois Eastern Community Colleges:

Alyssa Maglone

Coor. of Curricular Reporting & Articulation

Illinois Eastern Community College

233 East Chestnut Street

Olney, IL 62450

For McKendree University:

Dr. Melissa Meeker

Dean of Worldwide Programs

McKendree University

701 College Road

Lebanon, IL 62254

Terms of the Agreement

This agreement becomes effective on August 1, 2020 and remains in effect until July 31, 2024, unless changed in writing by mutual agreement of McKendree University and Illinois Eastern Community Colleges. The agreement can be amended at any time with the approval of both institutions. Should either institution desire to discontinue this agreement, written advance notification of 60 days will be required. Termination, however, will not be executed without a negotiated teach-out agreement for students currently enrolled.

Both institutions hereby indicate full agreement to the terms and conditions included above and the honoring of the course, program, and other requirements outlined in the four-year program plan attached at the end of this agreement.

Board Action: Trustee Brenda Culver made a motion to approve the agreement between the District and McKendree University 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. Trustees voting nay: None. Student advisory vote: Yea. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-E. Affiliation Agreements: The Chancellor recommended approval of affiliation agreements with Crawford Memorial Hospital, Carle Foundation Hospital, Good Samaritan

Hospital, and Lawrence County Hospital for the FCC and OCC Phlebotomy Programs. The agreements are listed in full in the Board Agenda.

Board Action: Trustee Gary Carter made a motion to approve the standard affiliation agreements for the Phlebotomy Program and the Associate Degree in Nursing Program with Crawford Memorial Hospital, Good Samaritan Hospital, Richland Nursing and Rehab, Clay County Hospital, and Wabash General Hospital as presented in full in the Board agenda. Trustee Brenda Culver seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, 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.

#9-F. Certification of Tax Levy for Calendar Year 2020: CFO Ryan Hawkins reviewed and recommended approval of the Certification of Tax Levy for Calendar Year 2020 as follows:

the sum of \$ 3,115,000 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and

the sum of \$ 1,325,000 to be levied as a tax for operations and maintenance purposes (110 ILCS 805/3-1), and

the sum of \$ 0 to be levied as an additional tax for educational and operations and maintenance purposes (110 ILCS 805/3-14.3), and

the sum of \$ 800,000 to be levied as a special tax for purposes of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/9-107), and

the sum of \$ 240,000 to be levied as a special tax for Social Security and Medicare insurance purposes (40 ILCS 5/21-110 and 5/21-110.1), and

the sum of \$ 80,000 to be levied as a special tax for financial audit purposes (50 ILCS 310/9), and

the sum of \$ 150,000 to be levied as a special tax for protection, health and safety purposes (110 ILCS 805/3-20.3.01), and

the sum of \$ 35,000 to be levied as a special tax for (specify) worker's compensation & unemployment purposes, on the taxable property of our community college district for the year 2020.

Signed this 8th day of December 2020.

Chairman of the Board of Said Community College District

Secretary of the Board of Said Community College District

When any community college district is authorized to issue bonds, the community college board shall file in the office of the county clerk in which any part of the community college district is situated a certified copy of the resolution providing for their issuance and levying a tax to pay them. The county clerk shall each year during the life of a bond issue extend the tax for bonds and interest set forth in the certified copy of the resolution. Therefore, to avoid a possible duplication of tax levies, the community college board should not include in its annual tax levy a levy for bonds and interest.

Number of bond issues of said community college district which have not been paid in full
3 _____.

This certificate of tax levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December.

Board Action: Trustee John Brooks made a motion to approve the Certificate of Tax Levy as recommended. 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 Item #9-G. Certificate of Compliance with the Truth in Taxation Law: The Chancellor recommended approval for the Chairman to sign the Truth in Taxation Certificate of Compliance, containing the following statements relative to this community college district:

I, the undersigned, hereby certify that I am the presiding officer of Illinois Eastern Community College District No. 529 and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions Sections 18-60 through 18-85 of the "Truth in Taxation" Law

The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law. The certificate applies to the 2020 levy.

Board Action: Trustee Jan Ridgely made a motion to approve the Certificate of Compliance with the Truth in Taxation Law 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 Trustee: 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 Item #9-H. GASB Designation of Tax Levy Year: CFO Ryan Hawkins reviewed certain GASB guidelines regarding tax levies. Under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that the District's tax levy is to be recognized as income. Currently, the Board of Trustees does a levy and extension for taxes based upon calendar years which overlap the District's school year and the District's fiscal year. The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2020 will be collected late in calendar year 2021 and that income

from the collection of such funds will be allocated 100% to Fiscal Year 2022 (July 1, 2021 – June 30, 2022).

Be it resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

Be it further resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

That the sum of Three Million One Hundred Fifteen Thousand Dollars (\$3,115,000) be levied as a tax for Educational purposes; and the sum of One Million Three Hundred Twenty-Five Thousand Dollars (\$1,325,000) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Forty Thousand Dollars (\$240,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Eighty Thousand Dollars (\$80,000) be levied as a special tax for Financial Audit purposes; and the sum of Eight Hundred Thousand Dollars (\$800,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; the sum of Thirty-Five Thousand Dollars (\$35,000) be levied as a special tax for Worker's Compensation and Unemployment purposes, and the sum of One Hundred Fifty Thousand Dollars (\$150,000) be levied as a special tax for Protection, Health and Safety purposes on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, State of Illinois, for the year 2020 to be collected in the year 2021; and that the income from the levy for the year 2021 be allocated 100% for Fiscal Year 2022.

Board Action: Trustee Barbara Shimer made a motion to adopt the foregoing resolution regarding designation of the tax levy year as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, 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 Item #9-I. IECC Return to Play Updates: Chancellor Ryan Gower recommended approval of the updated Return to Play Plan. This is IECC's guide for navigation of COVID-19 for the District's athletic Programs.

The IECC Return to Play document provides specific guidelines for our athletic programs for Fall 2020 and Spring 2021. Our document follows the provisions of the NJCAA updated plan of action, the 2020-2021 NJCAA sports procedures, and closely follows the Return to Play plans adopted by the Mid-West Athletic Conference (MWAC) and Region 24. Based upon the experiences of the Fall 2020 term, the Cabinet recommends the following additions to our Return to Play Document:

1. Student athletes will be tested for COVID-19 upon return to campus and will remain in quarantine until a negative test result is in hand.
2. Student athletes will be tested for COVID-19 two times each week for the first three weeks of their return.
3. Student athletes will not be permitted to leave the local community for non-athletic purposes without securing prior approval from the Athletic Director. Those who violate this team rule will not be allowed to engage in athletic activities for 14 days.
4. Student athletes will refrain from engaging in social gatherings of more than 10 people. Those who violate this team rule will not be allowed to engage in athletic activities for 14 days.

Board Action: Trustee Brenda Culver made a motion to approve the updated Return to Play Plan as recommended. Student Trustee Sutton Dunn 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 #10 – “Bid Committee Report” – None.

AGENDA #11 – “District Finance” – The following District financial matters were presented.

#11-A. Financial Reports: The monthly financial reports were presented, including the treasurer’s report, showing the balance in all funds as of November 31, 2020.

#11-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for December 2020 totaling \$503,534.29 were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Jan Ridgely made a motion to approve payment of district financial obligations for December 2020, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: 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 #12 – “Executive Session” – None.

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

#13-A. Written Executive Session Minutes: No executive session was held during the regular meeting, Tuesday, November 17, 2020.

#13-B. Audio Recordings of Executive Sessions: No executive session was held during the regular meeting, Tuesday, November 17, 2020.

#13-C. Semi-Annual Review of Executive Session Minutes: The Board of Trustees having conducted a semi-annual review of executive session minutes as mandated by Section 2.06 of the Open Meetings Act, the Chancellor presented the following report and recommendations:

A. The following written executive session minutes were reviewed in June 2020 and the decision was made at that time to keep them closed:

1. Tuesday, June 20, 1995.
2. Tuesday, August 15, 1995.
3. Tuesday, September 19, 1995.
4. Friday, August 2, 1996.
5. Tuesday, January 17, 2012.
6. February 19, 2019.
7. July 16, 2019.
8. October 15, 2019.
9. December 10, 2019.
10. January 21, 2020.
11. February 18, 2020.

B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in December 2020:

1. August 18, 2020.

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

1. None.

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

1. July 16, 2019.
2. October 15, 2019.
3. December 10, 2019.
4. January 21, 2020.
5. February 18, 2020.
6. August 18, 2020.

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

1. February 19, 2019.
2. May 21, 2019.

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

1. Tuesday, June 16, 2020.
2. Tuesday, July 21, 2020.
3. Tuesday, September 20, 2020.
4. Tuesday, October 20, 2020.
5. Tuesday, November 17, 2020.

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

1. None.

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

AGENDA #14. Personnel Report: Andrea McDowell presented the following personnel report and the Chancellor recommended approval.

400.1. Employment of Personnel

A. Professional Non-Faculty, Non-Exempt

1. Tyler Burr, Coordinator of Public Information & Marketing, WVC, effective December 9, 2020.

400.2. Change in Status

A. Professional Non-Faculty, Exempt

1. Andrea Pampe, Assistant Dean of Student Services, OCC, to Director of Instructional Services, OCC, effective January 5, 2021.
2. Steve Patberg, Assistant Dean of Student Services, WVC, to Registrar, DO, effective January 5, 2021.

B. Classified

1. Lynne Welker, Administrative Assistant to the Dean, OCC, to Administrative Assistant to the Dean and President, OCC, effective December 9, 2020.

400.3. Approval to Hire Prior to January Board of Trustees Meeting

1. Health Sciences Specialist, Title III, Frontier Community College.

400.4. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Laurie Jenkins	Jasper County Health Department Newton, IL	36

400.5. Special Assignments

A. Other		Recommended 2020-2021
1. Andrea Pampe	Coordinator of Foundation, OCC	\$3,000
2. Danelle Davis	Bookstore Manager, LTC	\$3,100

400.6. Resignation Ratifications

A. Professional, Non-Faculty, Exempt

1. Jennifer England, Health Sciences Specialist, Title III, FCC, effective January 11, 2021.

B. Classified

1. Lauren Salesberry, Administrative Assistant to the President, OCC, effective November 17, 2020.
2. Linda Schalasky, Custodian, LTC, effective January 1, 2021.

#14. Board Action to Approve Personnel Report: Trustee Gary Carter made a motion to approve the Personnel Report as recommended. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: 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 #15 – Collective Bargaining – None.

AGENDA #16 – Litigation – None.

AGENDA #17 – Other Items – None.

AGENDA #18 – Adjournment – Trustee Brenda Culver made a motion to adjourn. Trustee Barbara Shimer seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken. 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)

Leave and Benefit Policy 400.4

Medical Leave Policy 400.20

Agenda Item #6A

TO: Board of Trustees

FROM: Ryan Gower

DATE: January 19, 2021

RE: Leave and Benefit Policy 400.4 and Family and Medical Leave Policy 400.20:
Extension of Families First Coronavirus Response Act

On June 16, 2020, the Board updated Policy 400.4 and 400.20 to address emergency sick and family medical leave (FMLA) provisions included in the Families First Coronavirus Response Act (FFCRA). The provisions under FFCRA were originally scheduled to sunset December 31, 2020.

On December 21, Congress passed the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, which President Trump signed into law on December 27, 2020.

Under CRRSA, provisions for emergency sick and FMLA were allowed to be extended through March 31, 2021. The law does not provide additional days, but leaves the maximum number allowed as paid leave fixed at ten (10) total sick days and ten (10) weeks emergency FMLA as originally set by FFCRA.

I recommend the Board waive the second reading and approve the Policy revisions to address the extension of emergency sick and FMLA provisions from January 1, 2021 through March 31, 2021.

RG/akb
Attachment

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 Full-time Service</u>	<u>Sick Leave Days 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.

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).

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.

Agenda Item #7

Policy Second Reading

None.

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Resolution to Abate Series 2020C

Agenda Item #8A

TO: Board of Trustees

FROM: Ryan Gower

DATE: January 19, 2021

RE: 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

On September 15, 2020, the District adopted a resolution approving the issuance of \$2,500,000 Taxable General Obligation Community College Bonds, titled Series 2020C. These bonds were issued as alternate revenue source bonds providing for the levy of taxes necessary to pay the full principal and interest of the bonds through 2027.

On October 20, 2020, the District adopted a resolution approving the issuance of \$2,325,000 Taxable General Obligation Community College Bonds, titled Series 2020D. This bond issuance retired Series 2020C Bonds and provided for the levy of direct annual taxes sufficient to pay the principal and interest of Series 2020D.

With the retirement of Series 2020C occurring on November 12, 2020, there is no longer a need to have a levy to pay the principal and interest of this series of bonds. However, the levy is still on file with the County Clerks of District #529 and absent a resolution of abatement, would unnecessarily remain on the levy of the District for tax years 2020 through 2027.

This resolution would provide for the full abatement of all taxes due to be levied for tax years 2020 to 2027, inclusive, in the Series 2020C Resolution. I ask the Board's approval of the attached Resolution abating said levy of funds for Series 2020C.

RG/akb

Attachment

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

STATE OF ILLINOIS)
) SS
COUNTY OF RICHLAND)

CERTIFICATION OF RESOLUTION AND MINUTES

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

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 19th day of January, 2021, insofar as same relates to the adoption of a resolution entitled:

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.

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature, this 19th day of January, 2021.

Secretary, Board of Trustee

Agenda Item #8B

Board Procedure 100.12 ADA Revision

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: January 19, 2021
RE: Board Procedure 100.12 Americans with Disabilities Act

Since its enactment in 1990, the Americans with Disabilities Act has experienced several updates that have made significant changes to its interpretation. Colleges across the country continue to see an increase in the numbers of students arriving on their campus who need accommodations. This fall, district and college staff reviewed IECC policy, procedure and practice to identify areas in which we can improve our efforts to provide positive experience for employees and students alike. Specific additions to this Board Procedure include:

1. The ADA definition of a disability.
2. How confidential information is to be handled.
3. The difference between service animals and emotional support animals under ADA.
4. Identification of our ADA Coordinators and their responsibilities.
5. The process to be used by students and employees requesting accommodations.
6. The process to be used by ADA Coordinators/Human Resources in processing requests.
7. The process to be used for visitors to our colleges.

I ask the Board to approve changes to Board Procedure 100.12 as presented.

RG/sc

BOARD OF TRUSTEES - 100

100.12 Americans with Disabilities Act Procedure

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

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100.12 Americans with Disabilities Act Procedure

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

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100.12 Americans with Disabilities Act Procedure

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

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100.12 Americans with Disabilities Act Procedure

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~~ [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]

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100.12 Americans with Disabilities Act Procedure

Appendix A

Student ADA related questions and inquiries should be directed to the Deputy ADA Coordinator at the student's college:

Frontier Community College

Sharmila Kakac
Program Director, Adult Education
kakacs@iecc.edu
2 Frontier Drive
Fairfield, IL 62837-2601
Ph: 618-842-3711

Lincoln Trail College

Rena Gower
Director of Academic Success Center
gowerr@iecc.edu
11220 State Highway 1
Robinson, IL 62454-5707
Ph: 618-544-8657

Olney Central College

Linda Shidler, [Ph.D.](#)
Director of Academic Success Center
[Director of Learning Resource Center](#)
shidlerl@iecc.edu
305 North West Street
Olney, IL 62450-1099
Ph: 618-395-7777

Wabash Valley College

Tabatha Niduaza
Director of Academic Success Center
niduazat@iecc.edu
2200 College Drive
Mt. Carmel, IL 62863-2699
Ph: 618-262-8641

Coal Mining/Industrial Training

Laurel Taylor
Director of Business & Finance
taylorl@iecc.edu
John A. Logan College
700 Logan College Road
Carterville, IL 62918
Ph: 618-985-2828

Employee ADA related questions and inquiries should be directed to [the](#) Deputy ADA Coordinator for Employment:

Andrea McDowell
Director of Human Resources
Illinois Eastern Community Colleges
233 East Chestnut Street
Olney, IL 62450-2298
Ph: 618-393-2982

Inquiries regarding the ADA Policy and Procedure and all Appeals should be directed to:

Libby McVicker
Title IX/District ADA Coordinator
Illinois Eastern Community Colleges
320 East North Avenue
Noble, IL 62868
Ph: 618-~~879-9460~~[393-3491](#)

Agenda Item #8C

Course Fee Adjustment

Medical Assistant/Pharmacy Technician

MEMORANDUM

TO: Board of Trustees
FROM: Dr. Ryan Gower
DATE: January 19, 2021
RE: Medical Assistant and Pharmacy Technician Lab Fees

Medical Assistant and Pharmacy Technician Lab Fees are currently listed in the Catalog as “\$10 per lab hour” (based on Board approval of December 13, 2005). The “per lab hour” billing has created complications within the Banner system leading to inconsistencies in student billing. A review of this issue resulted in a determination that the subject courses were justifiably due a fee increase. The subject courses and recommendations are as follows:

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

I ask the Board’s approval of these changes.

RG/bt

Agenda Item #8D

Return to Play Plan/ Spring 2021

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: January 19, 2021
RE: IECC Return to Play Updates

In September of 2020 the Board accepted the IECC Return To Play Plan and approved further modifications to the plan in December of 2020. Preparing for the Spring 2021 competition season, the college athletic directors have asked for a final amendment to the plan that would include:

- No out-of-state travel to non-Region 24 sites for indoor sports.
- Out-of-state travel is permitted for outdoor sports provided the host team has an athletic protocol comparable to the IECC Return to Play document.
- No hotel stays for indoor sports. Exceptions may be made for post-season/national championship competition.
- Hotel stays for outdoor sports may be permitted if the team is traveling greater than 250 miles or if the team has games on consecutive days out of state.

A red-line version of the IECC Return to Play plan was sent to the Board under separate cover. I recommend that the Board accept the revised version of the IECC Return to Play Plan.

RG/sc

Agenda Item #8E

Proposed changes to Dual Credit Cost & Fee Structure

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: January 19, 2021
RE: Proposed changes to Dual Credit Cost & Fee Structure

In July of 2019 the Illinois Community College Board (ICCB) and Illinois State Board of Education (ISBE) finalized the Model Partnership Agreement under the Dual Credit Quality Act. The purpose of the Model Partnership Agreement was to expand access to dual credit courses and to provide procedures and best practices for high schools and colleges to follow in the delivery of Dual Credit programs.

Part of the Model Partnership Agreement is a recommendation on the cost and fee structure to be used for Dual Credit courses. Currently, IECC does not charge students who complete dual credit courses at the high school when taught by high school teachers. Students who complete dual credit courses taught by college faculty are assessed a \$60 fee per course.

The ISBE/ICCB Model Partnership Agreement recommends a per student enrollment fee equal to 8% of the In-District Rate for courses taught by high school teachers and between 70 and 75% of the In-District Rate for courses taught by college faculty.

Based on the guidelines in the Model Partnership agreement, Cabinet recommends the following changes to IECC's cost and fee structure for Dual Credit Courses:

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

The recommended changes would be effective at the start of the next school year (August 2021) and phase in over a three-year period. I recommend the Board approve the cost & fee structure for IECC Dual Credit courses as presented.

RG/sc

Agenda Item #8F

Facility Use Agreement SIU/IECC

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: January 19, 2021

RE: Motorcycle Safety Agreement with SIU-Carbondale

Southern Illinois University (SIU) has proposed a continuation of their Motorcycle Rider Program facility use agreement for each of the District's four colleges for 2021.

The Board has approved these agreements in the past and SIU has successfully operated Motorcycle Rider Programs at each college.

I ask the Board's approval of the attached four agreements.

RG/sc

Attachments

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2021 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Frontier Community College (“FCC”) in Fairfield, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, FCC owns property in Fairfield suitable for offering the Courses; and

WHEREAS, FCC and University agree that offering the Courses at FCC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. FCC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by FCC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance

coverage:

A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. FCC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers’ compensation and employer liability is provided through the State of Illinois Self-Insured Workers’ Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance (“COI”) providing evidence of these coverage’s may be provided upon request from FCC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, FCC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance “occurrence” basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of FCC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. FCC shall maintain such insurance for the duration of the agreement. Certificates of Insurance (“COI”) providing evidence of these coverage’s may be provided upon request from University. In the event of cancellation or non-renewal of above described insurance, FCC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless FCC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at FCC. To the extent permitted by law, FCC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of FCC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to FCC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2021, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES

SOUTHERN ILLINOIS UNIVERSITY

FRONTIER COMMUNITY COLLEGE

ILLINOIS EASTERN COMMUNITY

COLLEGE DISTRICT #529

By: _____

Austin A. Lane, Chancellor

Southern Illinois University Carbondale

By: _____

Ryan K. Gower, Chancellor

Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2021 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Lincoln Trail College (“LTC”) in Robinson, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, LTC owns property in Robinson suitable for offering the Courses; and

WHEREAS, LTC and University agree that offering the Courses at LTC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. LTC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by LTC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:

A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. LTC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers’ compensation and employer liability is provided through the State of Illinois Self-Insured Workers’ Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance (“COI”) providing evidence of these coverage’s may be provided upon request from LTC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, LTC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance “occurrence” basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of LTC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. LTC shall maintain such insurance for the duration of the agreement. Certificates of Insurance (“COI”) providing evidence of these coverage’s may be provided upon request from University. In the event of cancellation or non-renewal of above described insurance, LTC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless LTC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at LTC. To the extent permitted by law, LTC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of LTC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to LTC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2021, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY
LINCOLN TRAIL COLLEGE

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529

By: _____

Austin A. Lane, Chancellor
Southern Illinois University Carbondale

By: _____

Ryan K. Gower, Chancellor
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2021 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Olney Central College (“OCC”) in Olney, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, OCC owns property in Olney suitable for offering the Courses; and

WHEREAS, OCC and University agree that offering the Courses at OCC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. OCC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by OCC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:

A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. OCC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers’ compensation and employer liability is provided through the State of Illinois Self-Insured Workers’ Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance (“COI”) providing evidence of these coverage’s may be provided upon request from OCC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, OCC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance “occurrence” basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of OCC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. OCC shall maintain such insurance for the duration of the agreement. Certificates of Insurance (“COI”) providing evidence of these coverage’s may be provided upon request from University. In the event of cancellation or non-renewal of above described insurance, OCC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless OCC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at OCC. To the extent permitted by law, OCC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of OCC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to OCC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2021, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY
Olney Central College

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529

By: _____

Austin A. Lane, Chancellor
Southern Illinois University Carbondale

By: _____

Ryan K. Gower, Chancellor
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2021 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Wabash Valley College (“WVC”) in Mt. Carmel, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, WVC owns property in Mt. Carmel suitable for offering the Courses; and

WHEREAS, WVC and University agree that offering the Courses at WVC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. WVC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by WVC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance

coverage:

A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. WVC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_services/ben/autoplan.htm, or by printed copy upon request;

C. Workers’ compensation and employer liability is provided through the State of Illinois Self-Insured Workers’ Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance (“COI”) providing evidence of these coverage’s may be provided upon request from WVC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, WVC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance “occurrence” basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of WVC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. WVC shall maintain such insurance for the duration of the agreement. Certificates of Insurance (“COI”) providing evidence of these coverage’s may be provided upon request from University. In the event of cancellation or non-renewal of above described insurance, WVC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless WVC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at WVC. To the extent permitted by law, WVC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of WVC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to WVC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2021, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY
Wabash Valley College

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529

By: _____
Austin A. Lane, Chancellor
Southern Illinois University Carbondale

By: _____
Ryan K. Gower, Chancellor
Illinois Eastern Community Colleges

Agenda Item #8G

Exception to Bidding Procedures Under ILCS 805/3-27.1

Agenda Item #8G

TO: Board of Trustees

FROM: Ryan Gower

DATE: January 19, 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)).

Frontier Community College has a need, which was budgeted for, to purchase a 15-passenger van for their college. To adhere to procurement policy, the District sought quotes from five dealerships on the following van specifications:

- 2018 or Newer with 30,000 or fewer miles
- Medium Roof
- 6 Cylinder Auto Gas Transmission

The District received two quotes, one of which did not meet specifications. The quote received from Eagleson Automotive in Olney, IL met all specifications. The van is a 2019 15-passenger Ford Transit Wagon with Medium Roof and 29,910 miles. Purchase of the van will be \$26,291.06.

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 #9

Bid Committee Report

BID COMMITTEE REPORT

January 19, 2021

Wabash Valley College

1. Solar Project

TO: Board of Trustees

FROM: Bid Committee

DATE: January 19, 2021

RE: Solar Project

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.

REQUEST FOR PROPOSAL

ILLINOIS EASTERN COMMUNITY COLLEGES

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the design and installation of a solar project for Wabash Valley College shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 10:00 a.m. local time, on Thursday, January 7, 2021, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of six (6) weeks from the bid date.

METHOD OF BIDDING

Unit Costs Bids will be received for the following:

- Interconnection and net metering application work with Mt. Carmel Public Utility. Stated fees for proper interconnection and net metering shall be included as part of overall bid.
- Removal of existing roof mount array, consisting of seventeen (17) panels.
- Design of 45-50 kWh (DC) roof mount array. Panels shall be 320-watt capacity as base bid.
- Alternate bids for higher watt capacity will be considered. Base bid at 320-watt capacity is required.
- Web-based solar monitoring capabilities shall be provided as part of installation.
- Turn-key installation of rack, solar modules, inverters, metering equipment, and necessary electrical wiring per NEC requirements.
- This project will not be considered for participation in the Illinois Shines Solar Renewable Energy Credits program.

Bids should include all items bid as one contract price.

PREPARATION OF BIDS

Bids shall be executed in accordance with attached forms and delivered in a sealed opaque envelope showing the bidders' name and address and the name of the project.

METHOD OF BID EVALUATION

Bids will be awarded to the lowest responsible bidder in conformity with bid specifications.

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

SHIPPING & HANDLING

All freight and delivery must be included in bid.

SPECIAL PROVISIONS

Funds are being provided by the Illinois Green Economy Network through a sub-award of the Renewable Energy Resources Trust Fund through the Illinois Environmental Protection Agency.

Nondiscrimination: There will be no discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin by the owner or contractor.

Certification of Eligibility: Prior to contract award, all bidders must certify that neither it nor any person or firm that has an interest in the bidder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

No subcontracts shall be made to any person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Debarment, Suspension, Ineligibility, and Voluntary Exclusions: No contract will be awarded to a bidder, nor its principals, that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Specifications for Design & Installation of Solar Project for Wabash Valley College

WABASH VALLEY COLLEGE SOLAR PROJECT

- Interconnection and net metering application work with Mt. Carmel Public Utility. Stated fees for proper interconnection and net metering shall be included as part of overall bid.
- Removal of existing roof mount array, consisting of seventeen (17) panels.
- Design of 45-50 kWh (DC) roof mount array. Panels shall be 320-watt capacity as base bid.
- Alternate bids for higher watt capacity will be considered. Base bid at 320-watt capacity is required.
- Web-based solar monitoring capabilities shall be provided as part of installation.
- Turn-key installation of rack, solar modules, inverters, metering equipment, and necessary electrical wiring per NEC requirements.
- This project will not be considered for participation in the Illinois Shines Solar Renewable Energy Credits program.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO WABASH VALLEY COLLEGE, 2200 COLLEGE DR, MT. CARMEL, ILLINOIS 62863. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

TOTAL BID \$ _____

APPROX. DELIVERY DATE _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

Certified Vendor in accordance with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act: Yes No If yes, you must attach a copy of the current letter of certification.

FROM: Ryan Hawkins

DATE: December 3, 2020

RE: Bidding – Design & Installation of Solar Project for Wabash Valley College – Addendum #1

This document represents Addendum #1 which contains pertinent information with regards to the request for bids originally sent out on Wednesday, November 18, 2020.

INSURANCE

Bids shall include proof of insurance with the following minimum coverages:

- 1) Commercial General Liability: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 aggregate for products – completed operations hazard.
- 2) Employer's Liability: \$500,000 each accident; \$500,000 each employee; \$500,000 policy limit.
- 3) Workers' Compensation: Evidence of coverage as required by the State of Illinois Statutory Limits. Upon award, Illinois Eastern Community Colleges is to be included as an additional insured on a primary non-contributory basis, where applicable. A certificate of insurance shall be provided prior to commencing work.

A waiver of subrogation is to be provided.

ELECTRIC SERVICE

The electric service for the site installation is three phase 208V.

SITE VISIT

Please be advised, we have scheduled a site visit for interested contractors to attend on Thursday, December 10 at 2:00 p.m. Interested contractors should contact Ryan Hawkins at (618) 393-2982. Parties will meet at Main Hall, 2200 College Drive, Mount Carmel, IL 62863 and will depart from there to site of solar project.

All participants will be asked to wear appropriate face covering and practice social distancing. If you or your representative have any symptoms related to Covid-19, please stay home. A different representative should attend who is not reporting any symptoms.

BUILDING

The solar installation is planned to be placed on the Industrial Studies Building located to the west of the main campus of Wabash Valley College in Mount Carmel, Illinois.

REMOVAL OF EXISTING SYSTEM

Existing system to be removed as part of base bid will be retained by Illinois Eastern Community Colleges for purposes of a donation to another entity. No disposal is required as part of this removal

BID TABULATION FORM

This Addendum contains a new bid tabulation form which shall be used in lieu of the originally provided bid form.

Specifications for Design & Installation of Solar Project for Wabash Valley College

WABASH VALLEY COLLEGE SOLAR PROJECT

- Interconnection and net metering application work with Mt. Carmel Public Utility. Stated fees for proper interconnection and net metering shall be included as part of overall bid.
- Removal of existing roof mount array, consisting of seventeen (17) panels. Panels will be retained by IECC.
- Design of 45-50 kWh (DC) roof mount array. Panels shall be 320-watt capacity as base bid.
- Alternate bids for higher watt capacity will be considered. Base bid at 320-watt capacity is required.
- Web-based solar monitoring capabilities shall be provided as part of installation.
- Turn-key installation of rack, solar modules, inverters, metering equipment, and necessary electrical wiring per NEC requirements.
- This project will not be considered for participation in the Illinois Shines Solar Renewable Energy Credits program.
- Proof of insurance as outlined in Addendum #1.

•
ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO WABASH VALLEY COLLEGE, 2200 COLLEGE DR, MT. CARMEL, ILLINOIS 62863. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

Receipt of Addendum #1: _____ Yes _____ No

TOTAL BID \$ _____

APPROX. DELIVERY DATE _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

Certified Vendor in accordance with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act: Yes No If yes, you must attach a copy of the current letter of certification.

FROM: Ryan Hawkins

DATE: December 11, 2020

RE: Bidding – Design & Installation of Solar Project for Wabash Valley College – Addendum #2

This document represents Addendum #2 which contains pertinent information with regards to the request for bids originally sent out on Wednesday, November 18, 2020. If this is the first Addendum you are receiving, please contact our office in order to receive a copy of Addendum #1.

SOLAR ARRAY BID

The base bid for the array is outlined in the original request for proposal. Base bid should be designed as a central string inverter system. An alternate bid is requested, but not required to include the option of replacing the string inverter system with power optimizers. Base design for the power optimizers should be the SolarEdge Power Optimizer. A product specification sheet is included for your reference to this addendum.

WARRANTY

All products installed are expected to maintain a minimum 25-year frame-to-frame manufacturer's warranty in addition to a minimum 25-year power production warranty.

BUILDING

The solar installation is planned to be placed on the Industrial Studies Building located to the west of the main campus of Wabash Valley College in Mount Carmel, Illinois. A question has been raised regarding the pitch of the roof. The roof is a 3:12 pitch.

The system bid should be designed as a roof mount system. Upon award of contract, a truss evaluation and structural engineering study will be required to ensure no improvements to the existing roof are required to support the added weight of the new roof-mounted solar system. Contractor of award will work with IECC to secure any necessary improvements prior to any solar array installation.

REMOVAL OF EXISTING SYSTEM

Existing system to be removed as part of base bid will be retained by Illinois Eastern Community Colleges for purposes of a donation to another entity. No disposal is required as part of this removal.

Removal of the existing racking is included in this portion of the request for bids. Bids should consider and include as part of the base bid any repair of roof penetrations remaining once the old system is removed.

Removal of the existing inverter system located in the interior of the building should be considered. Cost of removal of this infrastructure and any interior repairs necessary upon its removal should be included as part of your base bid.

BID TABULATION FORM

This Addendum contains a new bid tabulation form which shall be used in lieu of the originally provided bid form.

Specifications for Design & Installation of Solar Project for Wabash Valley College

WABASH VALLEY COLLEGE SOLAR PROJECT

- Interconnection and net metering application work with Mt. Carmel Public Utility. Stated fees for proper interconnection and net metering shall be included as part of overall bid.
- Removal of existing roof mount array, consisting of seventeen (17) panels. Panels and racking will be retained by IECC. Base bids shall include repair of any roof penetrations upon removal of existing system. Removal of interior infrastructure, including current inverter should be included in the base bid. Any repairs to the interior of the building upon removal are to be included in the base bid.
- Design of 45-50 kWh (DC) roof mount array with central string inverter system. Panels shall be 320-watt capacity as base bid. Manufacturer's warranty of a minimum 25-years frame-to-frame and 25-years power production warranty are required.
- Alternate bids for higher watt capacity will be considered. Base bid at 320-watt capacity is required.
- Alternate bid is requested to include option of power optimizers with the SolarEdge Power Optimizer as the basis for design.
- Web-based solar monitoring capabilities shall be provided as part of installation.
- Turn-key installation of rack, solar modules, inverters, metering equipment, and necessary electrical wiring per NEC requirements.
- This project will not be considered for participation in the Illinois Shines Solar Renewable Energy Credits program.
- Proof of insurance as outlined in Addendum #1.
- Upon award of contract, a truss evaluation and structural engineering study shall be completed to ensure no improvements to the existing roof are required to support the weight of the new roof-mounted array.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO WABASH VALLEY COLLEGE, 2200 COLLEGE DR, MT. CARMEL, ILLINOIS 62863. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

Receipt of Addendum #1: _____ Yes _____ No

Receipt of Addendum #2: _____ Yes _____ No

TOTAL BID \$ _____

APPROX. DELIVERY DATE _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

Certified Vendor in accordance with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act: Yes No If yes, you must attach a copy of the current letter of certification.

Agenda Item #10

District Finance

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

ILLINOIS EASTERN COMMUNITY COLLEGES	
DISTRICT #529	
TREASURER'S REPORT	
December 31, 2020	
FUND	BALANCE
Educational	\$ 9,107,307.97
Operations & Maintenance	2,413,336.96
Operations & Maintenance (Restricted)	3,326,075.50
Bond & Interest	41,751.29
Auxiliary	1,719,515.96
Restricted Purposes	(416,682.43)
Working Cash	1,031,613.82
Trust & Agency	541,636.76
Audit	1,356.86
Liability, Protection & Settlement	810,092.41
TOTAL ALL FUNDS	\$ 18,576,005.10
Respectfully submitted,	
Ryan Hawkins, Treasurer	

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
December 31, 2020

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 9,122,608	\$ 2,413,337	\$ 3,326,076	\$ 41,751	\$ 1,740,016	\$ (416,682)
Investments	-	1,500,532	-	-	5,326,893	-
Accounts Receivable	1,615,641	337,409	-	-	325,621	-
Other Receivables	812,528	-	-	-	-	252,596
Restricted Cash	-	-	3,785,815	-	-	-
Inventory	-	-	-	-	587,885	-
Other Assets	-	-	-	-	-	480,642
Due From Other Funds	-	-	-	-	-	-
Total Assets	\$ 11,550,777	\$ 4,251,278	\$ 7,111,891	\$ 41,751	\$ 7,980,415	\$ 316,556
LIABILITIES						
Accounts Payable	\$ (4,498)	\$ -	\$ -	\$ -	\$ (4,494)	\$ 1,149
Accrued Payroll Liabilities	(1,430)	-	-	-	-	-
Other Accrued Liabilities	212,126	-	40,332	-	73,046	-
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	206,198	-	40,332	-	68,552	1,149
FUND BALANCES						
Non-Spendable	-	-	-	-	587,885	-
Restricted	-	4,251,278	7,071,559	41,751	-	315,407
Unassigned	11,344,579	-	-	-	7,323,978	-
Total Fund Balances	11,344,579	4,251,278	7,071,559	41,751	7,911,863	315,407
Total Liabilities and Fund Balances	\$ 11,550,777	\$ 4,251,278	\$ 7,111,891	\$ 41,751	\$ 7,980,415	\$ 316,556

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
December 31, 2020

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 1,031,614	\$ 541,637	\$ 1,357	\$ 810,092	\$ 18,611,806
Investments	5,401,888	-	-	-	12,229,313
Accounts Receivable	-	-	-	-	2,278,671
Other Receivables	-	114,656	-	-	1,179,780
Restricted Cash	-	-	-	-	3,785,815
Inventory	-	-	-	-	587,885
Other Assets	-	-	-	-	480,642
Due From Other Funds	-	-	-	-	-
Total Assets	\$ 6,433,502	\$ 656,293	\$ 1,357	\$ 810,092	\$ 39,153,912
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ (7,843)
Accrued Payroll Liabilities	-	-	-	-	(1,430)
Other Accrued Liabilities	-	438	-	-	325,942
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	438	-	-	316,669
FUND BALANCES					
Non-Spendable	6,413,656				7,001,541
Restricted	19,846		1,357	810,092	12,511,290
Unassigned	-	655,855	-	-	19,324,412
Total Fund Balances	6,433,502	655,855	1,357	810,092	38,837,243
Total Liabilities and Fund Balances	\$ 6,433,502	\$ 656,293	\$ 1,357	\$ 810,092	\$ 39,153,912

Illinois Eastern Community Colleges
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
 For the Period Ended December 31, 2020

		Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES							
Property Taxes		\$ 2,500,136	\$ 1,044,944	\$ -	\$ 1,786,114	\$ -	\$ -
Replacement Taxes		196,994	-	-	-	-	-
ICCB Grants		5,727,653	-	-	-	-	75,237
Federal Grants		-	-	-	-	-	5,087,849
Tuition & Fees		8,984,314	902,532	-	-	218,659	-
Charges for Services		-	-	-	-	1,161,505	-
Interest		51,696	15,495	18,563	5,472	24,388	58
Other Revenues		4,934,178	21,466	-	-	100,442	10,536
	Total Revenues	<u>22,394,971</u>	<u>1,984,437</u>	<u>18,563</u>	<u>1,791,586</u>	<u>1,504,994</u>	<u>5,173,680</u>
EXPENDITURES							
Payroll		6,251,631	412,482	-	-	744,865	776,243
Benefits		936,198	95,600	-	-	86,445	191,544
Contractual Services		343,310	154,281	30,515	-	74,141	159,837
Supplies		610,069	118,126	199	-	1,126,751	796,777
Travel		35,305	-	-	-	35,066	32,703
Fixed		2,632,987	8,411	-	2,174,050	135,169	66,040
Utilities		22,460	439,861	-	-	-	-
Capital Outlay		54,726	38,479	25,393	-	6,759	145,622
Other		100,244	-	-	-	115,361	793,041
Scholarships, Student Grants, & Waivers		3,686,665	-	-	-	269,123	2,457,719
	Total Expenditures	<u>14,673,595</u>	<u>1,267,240</u>	<u>56,107</u>	<u>2,174,050</u>	<u>2,593,680</u>	<u>5,419,526</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures		<u>7,721,376</u>	<u>717,197</u>	<u>(37,544)</u>	<u>(382,464)</u>	<u>(1,088,686)</u>	<u>(245,846)</u>
TRANSFERS							
Net Transfers		(5,351,849)	584,151	3,559,100	-	1,208,598	-
	Total Transfers	<u>(5,351,849)</u>	<u>584,151</u>	<u>3,559,100</u>	<u>-</u>	<u>1,208,598</u>	<u>-</u>
Net Change in Fund Balance		<u>2,369,527</u>	<u>1,301,348</u>	<u>3,521,556</u>	<u>(382,464)</u>	<u>119,912</u>	<u>(245,846)</u>
Fund Balance - Beginning		8,975,052	2,949,930	3,550,003	424,215	7,791,951	561,253
Fund Balance - Ending		<u>\$ 11,344,579</u>	<u>\$ 4,251,278</u>	<u>\$ 7,071,559</u>	<u>\$ 41,751</u>	<u>\$ 7,911,863</u>	<u>\$ 315,407</u>

Illinois Eastern Community Colleges						
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)						
For the Period Ended December 31, 2020						
		Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
REVENUES						
Property Taxes	\$	-	\$ -	\$ 69,509	\$ 728,656	\$ 5,894,397
Replacement Taxes		-	-	-	-	172,095
ICCB Grants		-	-	-	-	4,883,907
Federal Grants		-	-	-	-	4,643,938
Tuition & Fees		-	-	-	-	9,227,733
Charges for Services		-	18,484	-	-	1,094,039
Interest		19,846	2,873	24	3,773	140,972
Other Revenues		-	697,825	-	-	5,761,103
Total Revenues		<u>19,846</u>	<u>719,182</u>	<u>69,533</u>	<u>732,429</u>	<u>31,818,184</u>
EXPENDITURES						
Payroll		-	-	-	-	6,636,729
Benefits		-	-	-	71,970	1,150,527
Contractual Services		-	13,737	58,800	229,803	855,401
Supplies		-	90,385	-	-	2,451,625
Travel		-	772	-	-	82,679
Fixed		-	-	-	238,123	5,247,965
Utilities		-	-	-	-	390,574
Capital Outlay		-	84,848	-	-	329,728
Other		-	-	-	-	989,811
Scholarships, Student Grants, & Waivers		-	214,466	-	-	5,819,468
Total Expenditures		<u>-</u>	<u>404,208</u>	<u>58,800</u>	<u>539,896</u>	<u>23,954,507</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures		<u>19,846</u>	<u>314,974</u>	<u>10,733</u>	<u>192,533</u>	<u>7,863,677</u>
TRANSFERS						
Net Transfers		-	-	-	-	-
Total Transfers		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance		<u>19,846</u>	<u>314,974</u>	<u>10,733</u>	<u>192,533</u>	<u>7,863,677</u>
Fund Balance - Beginning		6,413,656	340,881	(9,376)	617,559	31,615,124
Fund Balance - Ending	\$	<u>6,433,502</u>	<u>\$ 655,855</u>	<u>\$ 1,357</u>	<u>\$ 810,092</u>	<u>\$ 39,478,801</u>

ILLINOIS EASTERN COMMUNITY COLLEGES			
Comparative Combined Balance Sheets - All Funds			
December 31, 2020			
		ALL FUNDS	
		Fiscal	Fiscal
		Year	Year
		2021	2020
ASSETS:			
CASH		\$ 18,576,005	\$ 10,724,899
IMPREST FUND		21,300	21,300
CHECK CLEARING		14,500	14,500
CDB PROJECT TRUST		3,785,816	152,048
INVESTMENTS		12,229,314	17,475,000
RECEIVABLES		3,458,449	3,307,165
INVENTORY		587,885	431,572
OTHER ASSETS		480,642	463,650
FIXED ASSETS (Net of Depr)		16,314,880	15,760,066
TOTAL ASSETS AND OTHER DEBITS:		\$ 55,468,791	\$ 48,350,200
LIABILITIES:			
PAYROLL DEDUCTIONS PAYABLE		\$ -	\$ 5,285
ACCOUNTS PAYABLE		202,519	230,429
DEFERRED REVENUE		114,150	68,765
L-T DEBT GROUP (FUND 9)		7,742,985	3,647,603
OPEB (Prior Year Restated for GASB 75 Implementation)		15,855,669	15,780,483
TOTAL LIABILITIES:		23,915,323	19,732,565
FUND BALANCES:			
FUND BALANCE		29,361,744	24,408,866
INVESTMENT IN PLANT (Net of Depr)		16,314,880	15,760,066
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)		(23,598,654)	(19,428,086)
RESERVE FOR ENCUMBRANCES		9,475,498	7,876,789
TOTAL EQUITY AND OTHER CREDITS		31,553,468	28,617,635
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS		\$ 55,468,791	\$ 48,350,200

**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 December	% of Bdgt	Budget	Spent Thru December	% of Bdgt	Budget	Spent Thru December	% of Bdgt	
Frontier	Bills		\$ 327,496			\$ 407,040			\$ 268,442		
	Payroll		1,053,682			1,011,493			920,873		
	Waivers		648,788			638,719			566,751		
	Totals	\$ 4,550,604	2,029,966	40%	\$ 4,370,599	2,057,252	29%	\$ 3,899,789	1,756,066	45%	50%
Lincoln Trail	Bills		557,703			524,300			\$ 497,382		
	Payroll		1,119,629			1,076,594			1,080,991		
	Waivers		716,935			772,527			879,355		
	Totals	\$ 4,788,234	2,394,267	43%	\$ 5,365,117	2,373,421	27%	\$ 4,943,901	2,457,728	50%	50%
Olney Central	Bills		841,115			796,304			\$ 641,775		
	Payroll		2,130,702			2,201,587			2,007,270		
	Waivers		569,213			630,690			661,345		
	Totals	\$ 7,449,755	3,541,030	40%	\$ 7,669,580	3,628,581	29%	\$ 7,047,772	3,310,390	47%	50%
Wabash Valley	Bills		614,560			753,840			\$ 549,189		
	Payroll		1,482,222			1,483,006			1,414,079		
	Waivers		1,060,067			1,249,404			1,015,879		
	Totals	\$ 6,236,897	3,156,849	44%	\$ 6,449,215	3,486,250	34%	\$ 5,988,433	2,979,147	50%	50%
Workforce Educ.	Bills		125,402			120,788			\$ 84,273		
	Payroll		454,860			465,161			387,491		
	Waivers		1,212,980			1,070,875			453,438		
	Totals	\$ 4,258,339	1,793,242	38%	\$ 4,396,670	1,656,824	8%	\$ 3,349,386	925,202	28%	50%
District Office	Bills		157,045			153,716			\$ 118,013		
	Payroll		553,266			526,862			471,416		
	Waivers		-			-			-		
	Totals	\$ 1,519,023	710,311	39%	\$ 1,551,484	680,578	26%	\$ 1,410,117	589,429	42%	50%
District Wide	Bills		874,701			1,137,820			\$ 911,210		
	Payroll		427,553			444,093			381,993		
	Waivers		109,133			158,545			109,898		
	Totals	\$ 2,883,536	1,411,387	44%	\$ 3,107,121	1,740,458	34%	\$ 3,576,315	1,403,101	39%	50%
GRAND TOTALS		\$31,686,388	\$ 15,037,052	47%	\$ 32,909,786	\$ 15,623,364	47%	\$30,215,713	\$ 13,421,063	44%	50%

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

	FY 2021		FY 2020		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	6,664,113	49.65%	\$ 7,208,796	46.14%	\$ (544,683)	-7.556%
Employee Benefits	1,031,798	7.69%	1,169,971	7.49%	(138,173)	-11.810%
Contractual Services	497,591	3.71%	746,817	4.78%	(249,226)	-33.372%
Materials	728,213	5.43%	865,409	5.54%	(137,196)	-15.853%
Travel & Staff Development	35,305	0.26%	100,305	0.64%	(65,000)	-64.802%
Fixed Charges	121,606	0.91%	60,820	0.39%	60,786	99.944%
Utilities	462,322	3.44%	520,496	3.33%	(58,174)	-11.177%
Capital Outlay	93,205	0.69%	370,699	2.37%	(277,494)	-74.857%
Other	3,786,910	28.22%	4,580,051	29.32%	(793,141)	-17.317%
	<u>\$ 13,421,063</u>	<u>100.00%</u>	<u>\$ 15,623,364</u>	<u>100.00%</u>	<u>\$ (2,202,301)</u>	<u>-14.096%</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: January 19, 2021
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the January Personnel Report. Additional information for items 400.1, 400.2, 400.4, and 400.5 have been sent under separate cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change in Status**
- 400.3. Approval of Proposed Non-College Employment**
- 400.4. Resignation Ratification**
- 400.5. Retirement Ratification**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Professional Non-Faculty, Exempt

1. Marnie 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, 2020.

Agenda Item #14

Collective Bargaining

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