

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

March 16, 2021



Location:

**Olney Central College
305 N. West Street
Olney, IL 62450**

<https://zoom.us/j/95518209234>

Meeting ID: 955 1820 9234

Dial in number: 1 312 626 6799

**Dinner – 6:00 p.m. – OCC Banquet Room
Meeting – 7:00 p.m. – OCC Banquet Room**

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**

March 16, 2021

7:00 p.m.

**Olney Central College
OCC Banquet Room**

<https://zoom.us/j/95518209234>

Meeting ID: 955 1820 9234
Dial in number: 1 312 626 6799

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes Chancellor Gower
3. Recognition of Visitors and GuestsGower
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Chancellor
 - C. Presidents
 - D. Cabinet
6. Policy First Reading (and Possible Approval)Gower
 - A. Policy 400.28/ Employment of Relatives
7. Policy Second Reading.....Gower
 - A. None
8. Staff Recommendations for Approval
 - A. Affiliation AgreementsGower
 - Carle Non-Clinical Affiliation Agreement/LTC CMA
 - Annual Letter of Renewal Practical Education/ Good Samaritan Hospital
 - B. Identity Theft Prevention ProgramGower
 - C. Resolution of Support/Bob Boyles Hall Addition FCC.....Gower

- D. Increase to Welding Course FeesGower
- E. Intent to Hire LTC President.....Gower
- F. McKendree Articulation AgreementsGower
- AAS ACT to BBA ACC
 - AAS ADM to BBA BUS
 - AAS HRA to BBA HRM
 - AAS MARKET to BBA MKT
 - AAS OMGT to BBA MGT
9. Bid Committee Report.....Gower
- A. None
10. District Finance
- A. Financial Report Hawkins
- B. Approval of Financial Obligations Hawkins
11. Executive Session.....Gower
12. Approval of Executive Session Minutes
- A. Written Executive Session Minutes.....Gower
- B. Audio Executive Session MinutesGower
13. Approval of Personnel ReportGower
14. Collective Bargaining.....Gower
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, at Lincoln Trail College, 11220 State Highway One, Robinson, Illinois, Tuesday, February 16, 2021. The meeting was conducted via electronic means – Zoom.

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 (via Zoom), Jan Ridgely (via Zoom), Barbara Shimer (via Zoom). Trustees absent: Alan Henager and Student Trustee Sutton Dunn. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Ryan Gower, Chancellor (Present in person at LTC).

Jay Edgren, President of Frontier Community College (via Zoom).

Matt Fowler, President of Wabash Valley College (via Zoom).

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

Rodney Ranes, President of Olney Central College (via Zoom).

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

Alex Cline, Director of Information & Communications Technology (via Zoom).

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

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

Renee Smith, Board Secretary (via Zoom).

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held January 19, 2021 were presented for disposition.

Board Action to Approve Minutes: Trustee Brenda Culver made a motion to approve minutes of the foregoing meeting as prepared. Trustee Barbara Shimer seconded the

motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

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

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

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: Trustee Brenda Culver expressed appreciation to the Board for the expression of sympathy received upon the death of her husband.

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

#5-C. Report from Cabinet: None.

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

#6-A. 500.35 Grades and Grading - The Chancellor recommended the following new policy. This new policy establishes the responsibility and basis for awarding grades at IECC.

STUDENT - 500

Grades and Grading System (500.35)

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

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

Board Action: Trustee John Brooks made a motion that second reading be waived, and that the new 500.35 Grades and Grading System Policy be adopted 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. Trustees voting nay: None. Trustees absent: Al Henager and Student Trustee Sutton Dunn. Trustees voting nay: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#6-B. 500.16 Grade Forgiveness - The Chancellor recommended withdrawal of 500.16 Grade Forgiveness Policy. The adoption of Policy 500.35 Grades and Grading System makes the policy redundant and eliminates the need for 500.16 Grade Forgiveness. The proposed deleted policy follows:

STUDENT – 500\

Grade Forgiveness Policy (500.16)

Date Adopted: February 17, 1998

Revised: June 20, 2017

Deleted by Board Action: February 16, 2021 (See Policy 500.35 Grades and Grading System) PENDING BOARD APPROVAL

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

~~**The grades of F and WF earned prior to re-entry will be forgiven. Students must achieve a minimum 2.0 CGPA to graduate. Students must check with the Financial Aid Office to determine eligibility for financial aid. Approval for the grade forgiveness policy may be granted only one time. Approval will be granted by the IECC institution into which the student is admitted for re-entry.**~~

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

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

Board Action: Trustee Brenda Culver made a motion that second reading be waived and that 500.16 Grade Forgiveness be withdrawn 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. Trustees absent: Al Henager and Student Trustee Sutton Dunn. Trustees voting nay: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#6-C. 500.17 Campus Safety and Security - Chancellor Ryan Gower recommended approval of revisions to the following five policies. These revisions will allow the policy to be revised to track recent organizational restructuring.

STUDENT - 500

Campus Safety and Security Policy (500.17)

Date Adopted: October 26, 1992

Date Revised: July 17, 2001

Date Revised: August 19, 2008

Date Revised: August 16, 2011

Date Revised: August 15, 2017

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

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

Campus Security Authorities

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

Reporting a Crime

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

can be implemented to prevent recurrence of a particular crime.-Reporting is also requested for evening classes and college events occurring at locations other than college property.

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

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

Response to a Report

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

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

Timely Warning Notices

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

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

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

Security, Access, and Maintenance of Campus Facilities

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

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

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

Firearms at IECC

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

Drugs and Alcohol at IECC

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

Annual Security Report Development and Dissemination

The Annual Security Report (ASR) will be prepared by the Program Director of Grants, Compliance, & Outreach, published prior to October 1st on the District's website, and be made

available to all students, prospective students, employees, and prospective employees. Each year, an email notification is sent to all enrolled students, faculty, and staff with a direct link to access the report. An overview of the contents of the ASR and a direct link are included in employee application forms and in the automated email response to admission applications and the acceptance letter to ensure all prospective employees and prospective students are provided the information. The ASR will contain information for the previous calendar year and crime statistics for the three previous calendar years. A hard copy of the ASR can be requested from the Student Services Office at any of the Colleges or from the Human Resources Office for prospective employees.

#6-D. 500.27 Substance Abuse Testing for Athletes

STUDENT – 500

Policy for Substance Abuse Testing for Athletes (500.27)

Date Adopted: July 16, 2014

Revised: March 21, 2017

Revised: June 20, 2017

Revised: May 15, 2018

Revised: February 16, 2021 (Pending Board Approval)

Purpose

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

Goals

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

Types of Testing

1. Random – minimum of 20% of each athletic team will be subjected to random drug testing at some point during the calendar athletic year. No less than 2 and no more than 7 student-athletes from any team will be subject to testing, as it is understood that each team possesses a different number of student-athletes.
 - Each Athletic Director will submit a roster for each sport on their respective campus to the Compliance Coordinator at the conclusion of the 10-day enrollment period of every fall semester. The Compliance Coordinator will then determine how many student-athletes will be tested from each sport on each campus.
 - Any roster changes throughout the year shall be reported to the Compliance Coordinator.
 - There will be several random test dates throughout the calendar athletic year, spread between the beginning of September and the end of April. The dates will be determined by the Compliance Coordinator. The Athletic Directors will be notified approximately 2-3 days in advance on the testing date, number of student-athletes to be tested, and from which sports the names should be pulled from. Athletic Directors will be in charge of coordinating the name drawing and test administration by an approved testing site.
 - Names of the student-athletes and test results shall be submitted to the Compliance Coordinator upon test completion.
 - Each name on the roster must be a part of the random drawing every time there is a drawing. Conceivably, the same name could be picked from an athletic team on every testing date.
 - Testing will be done at Wabash General Hospital (WGH), Wabash Valley Occupational Health and Acute Care – Robinson, IL, Carle Richland Memorial Hospital, and Fairfield Memorial Hospital (FMH). A Coach or Athletic Director will accompany the student athletes to the appropriate testing facility. Each facility will follow its established testing protocol for sample retrieval and maintain chain of custody according to its policy and procedures.

2. Reasonable Suspicion Testing – Reasonable suspicion testing is to protect the health of the student-athlete, the health of others, and/or to protect the integrity of the sport and Illinois Eastern Community Colleges

“Reasonable suspicion” is defined as behavior, conduct, or performance by the student-athlete that leads a coach or athletic department staff member to believe that the student-

athlete has been using a banned substance. Indicators which may be used to determine if reasonable suspicion exists include, but are not limited to, the following:

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

Positive Test Results

First Positive Test

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

Second Positive Test

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

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

Third Positive Test

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

Self-Referral Program

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

Appeal Process

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

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

- Head Coach

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

Medical Exception

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

#6-E. 100.16 Address a Complaint

BOARD OF TRUSTEES - 100

Policy to Address a Complaint (100.16)

Date Adopted: November 17, 1998

Revised and combined with Policy 500.12: October 20, 2009

Revised: September 15, 2015

Revised: February 16, 2021 (Pending Board Approval)

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

Employees, faculty, and students are entitled to due process and have the right to their own legal counsel at any time they are being questioned by the administration or Board of Trustees. They shall have the right to appeal a decision made by a supervisor or administrative officer to the next higher authority and through appropriate successive steps to the Chair of the Board of Trustees or his/her designee.

Participants in this process shall not be subjected to reprisals or retaliation because of participation in the complaint process.

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

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

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

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

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

#6-F. Emergency Response Plan

BOARD OF TRUSTEES – 100

Emergency Response Plans (100.24)

Date Adopted: September 21, 2010

Revised: October 20, 2015

Revised: March 21, 2017

Revised: August 15, 2017

Revised: February 16, 2021 (Pending Board Approval)

The Illinois Eastern Community Colleges (IECC) Board of Trustees recognizes the importance of creating and maintaining Emergency Response Plans that outline the plan for managing major emergencies and incidents that may threaten the health, safety, and welfare of the college community or disrupt its programs or activities. The Emergency Response Plans meet the requirements of the Illinois Campus Security Enhancement Act of 2008 (P.A. 095-0881; 110 ILCS 12/20) and the Illinois Administrative Code Part 305, and are compliant with the Illinois Emergency Management Agency Act (20 ILCS 3305) and the National Incident Management System (NIMS). The Emergency Response Plans also provide for Business Continuity (Annex 10) and Academic Continuity (Annex 11) which includes a general framework for planning and decision making as it pertains to the academic and business functions of IECC in case of a campus emergency.

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

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

Initiation of Emergency Response Plan

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

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

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

IECC will use the Emergency Alerts through the ReGroup System to communicate an immediate threat to the campus community. The Emergency Alerts will be delivered in the form of a text message and/or email to alert students and employees, within minutes, whenever a significant emergency or dangerous situation has occurred which may pose a potential threat. The Emergency Alerts will include instructions for taking appropriate actions. Individuals of

the larger community have the opportunity to opt-in to receive the Emergency Alerts based on the College of their choice, by registering at www.iecc.edu/safety. Email notifications can also be sent via the Student Portal to notify the entire College community of an ongoing threat.

Emergency Drills and/or Testing

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

#6-G. 100.31 Preventing Sexual Misconduct

Preventing Sexual Misconduct Policy (100.31)

Date Adopted: July 19, 2016

Revised: October 18, 2016

Revised: January 17, 2017

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

Revised: December 12, 2017

Revised: August 18, 2020

Revised: February 16, 2021 (Pending Approval)

I. Policy Statement

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

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

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

II. Title IX Compliance

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

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

III. Retaliation Prohibited

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

IV. Implementing Procedures

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

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

Board Action: Trustee Brenda Culver made a motion that second reading be waived and that the foregoing five revised policies listed under Agenda Item #6C through Agenda Item #6G be approved as recommended and be considered for Board approval on one roll call. 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. Trustees voting nay: None. Trustees absent: Al Henager and Student Trustee Sutton Dunn. Trustees voting nay: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#6H. 400.22 Salary Basis Policy – Chancellor Gower recommended revisions to the 400.22 Salary Basis Policy to accurately reflect the federally required salary basis requirement and exemptions.

HUMAN RESOURCES – 400

Salary Basis Policy (400.22)

Date Adopted: October 19, 2004

Revised: November 15, 2016

Revised: February 16, 2021 (Pending Board Approval)

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

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

Salary Basis Requirement

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

Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation each pay period. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee’s work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any

work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the exempt employee is ready, willing and able to work, deductions may not be made for time when work is not available.

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

Circumstances in Which Deductions May be Made from Pay

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

Policy on Improper Deductions

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

What To Do If An Improper Deduction Occurs

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

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

Board Action: Trustee Brenda Culver made a motion to waive the second reading and approve the policy updates to reflect the federally required salary basis requirement and exemptions. 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. Trustees absent: Al Henager

and Student Trustee Sutton Dunn. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

#8-A. Carle Foundation Affiliation Agreement: IECC wishes to enter into a new affiliation agreement for the Associate Degree in Nursing Program and for the Radiography Program with Carle Foundation. The Chancellor recommended approval of this agreement as presented in full in the Board Agenda.

Board Action: Trustee Gary Carter made a motion to approve the affiliation agreement for IECC’s Associate Degree in Nursing Program and Radiography Program with Carle Foundation. 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. Trustees absent: Al Henager and Student Trustee Sutton Dunn. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. Procedure 100.31 Preventing Sexual Misconduct: Chancellor Gower recommended the following revisions to the following Board Procedure 100.31 Preventing Sexual Misconduct because of recent organizational structure changes.

BOARD OF TRUSTEES – 100

100.31 Preventing Sexual Misconduct

Revised Date: 09-15-20

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

IECC PREVENTING SEXUAL MISCONDUCT PROCEDURE

I. Purpose

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

Statistics Act (“Clery Act”), which requires timely warning to the community of certain immediate threats; the *Preventing Sexual Violence in Higher Education Act*; and other applicable law and local ordinances.

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

II. Jurisdiction

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

- A.** On IECC property; or
- B.** Off IECC property if:
 - 1. The conduct was in connection with an IECC College or an IECC College-recognized program or activity; or
 - 2. The conduct may have the effect of creating a hostile environment for a member of an IECC College community.

III. Scope

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

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

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

IV. Administration

A. Title IX Coordinator

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

Libby McVicker
Illinois Eastern Community Colleges
320 East North Avenue
Noble, IL 62868
Telephone: (618) 393-3491

Email: mcvickero@iecc.edu

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

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

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

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

B. IECC Department of Human Resources

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

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

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

A. Emergency Response

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

B. Off-Campus Health Care Options

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

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

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

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

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

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

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

C. State of Illinois Sexual Harassment and Discrimination Helpline

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

VI. Making a Report of Alleged Sex-Based Misconduct

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

A. Student Reporting

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

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

Immunity for Good-Faith Reporting: Students who in good faith report an alleged violation of IECC’s Policy Preventing Sexual Misconduct will be granted immunity and will not receive a disciplinary sanction for a student conduct violation (such as underage drinking) revealed during the course of reporting. Immunity will not be provided for student conduct violations which IECC determines are egregious, including without limitation misconduct which places the health or safety of another person at risk.

1. Student Reporting to the Title IX Coordinator

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

Libby McVicker, Program Director of Grants and Compliance
Address: 320 East North Avenue, Noble, IL 62868
Telephone: 618-393-3491

Email: mcvickero@iecc.edu

2. Student Reporting to Responsible Employees

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

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

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

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

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

3. Confidential Reporting

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

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

Olney Office 618-879-2130

Robinson Office 618- 544-9379

After-Hours Crisis Hotline: 866-288-4888

*SAFE (serving Frontier Community)

Mt. Vernon, IL Office 618-316-7017
After-Hours Crisis Hotline: 800-625-1414

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

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

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

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

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

B. Employee Reporting

1. Alleged Sex-Based Misconduct of a Student

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

2. Alleged Sex-Based Misconduct of an Employee

An employee should notify the Title IX Coordinator or the Director of Human Resources if he or she believes that IECC or a member of the IECC community has engaged in sex discrimination, sexual harassment, or other sex-based misconduct in violation of IECC's Preventing Sexual Misconduct Policy or Nondiscrimination Policy.

C. Board Member Reporting

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

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

A. Processing of Report

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

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

1. Discuss the availability of supportive measures (see Section VII.B below);

2. Consider the complainant's wishes with respect to supportive measures;
3. Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
4. Explain to the complainant the process for filing a formal complaint.

B. Supportive Measures

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

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

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

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

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

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

C. Emergency Removals and/or Administrative Leave

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

allegations of sexual harassment justifies removal. In such cases, IECC will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal.

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

D. Clery Act Reporting Obligations

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

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

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

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

A. Notice of Allegations

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

1. This Grievance Process, including the informal resolution process, where applicable.

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

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

B. Informal Resolution

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

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

C. Consolidation of Formal Complaints

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

D. Dismissal of Formal Complaints

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

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

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

E. Investigation of Formal Complaint

The Title IX Coordinator will appoint one or more trained investigators to undertake an investigation into a formal complaint. Throughout the investigation, the parties will be afforded an equal opportunity to present witnesses including fact and expert witnesses and other inculpatory and exculpatory evidence. The Investigator will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. Any proceeding, meeting, or hearing held to resolve formal complaints pursuant to this Grievance Process will protect the privacy of the participating parties and witnesses.

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

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

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

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

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

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

F. Hearings

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

At the request of either party, IECC will arrange for the live hearing to occur with the parties located in separate rooms, with technology enabling the Hearing Officer and parties to simultaneously see and hear the party or witness answering questions. A party wishing to request that the live hearing occur with the parties located in separate rooms

must contact the Title IX Coordinator to request such an arrangement at least three (3) business days in advance of the hearing. IECC may conduct any live hearing virtually, with the participants in one or more separate geographical locations, and with technology enabling participants simultaneously to see and hear each other.

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

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

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

1. The questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant; or
2. The questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

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

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

G. Determination Regarding Responsibility

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

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

H. Appeals

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

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

4. The sanction is disproportionate with the violation.

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

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

IX. Prevention and Education for Students

IECC will review on an ongoing basis, its sexual discrimination, harassment and misconduct prevention and education programming to ensure students and employees are provided substantive opportunities to learn about sexual discrimination, harassment and misconduct, including primary prevention, bystander intervention, risk reduction, consent, reporting methods, relevant IECC policies and procedures, retaliation, survivor-centered and trauma-informed response, relevant definitions, and other pertinent topics.

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

X. Training

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

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

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

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

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

APPENDIX A

Definitions for IECC's Preventing Sexual Misconduct Procedure

- A. Bystander Intervention:** see Section 5 of the *Preventing Sexual Violence in Higher Education Act*, [110 ILCS 155/5](#).
- B. Complainant:** an individual who is alleged to be the victim of conduct that could constitute sex-based misconduct.
- C. Confidential Advisor:** a person who has received up to 40 hours of training previously and 6 hours of ongoing training annually and is contracted by IECC to provide emergency and ongoing support to student survivors of sexual violence. Confidential Advisors include persons employed by a community-based sexual assault crisis center (CAISA or SAFE) with whom IECC partners. Confidential Advisors are not required to report any

information about an incident to the Title IX Coordinator without a victim's permission. Individuals designated as “Responsible Employees” in Section VI of this procedure are not Confidential Advisors.

- D. Consent:** knowing and voluntary agreement to engage in sexual activity. Coercion, force, or the threat of either invalidates consent. Consent may not be inferred from silence, passivity, or a lack of verbal or physical resistance. A person’s manner of dress does not constitute consent. Past consent to sexual activities does not imply ongoing or future consent. Consent to engage in sexual activity with one person does not constitute consent to engage in sexual activity with another person. Consent may be withdrawn at any time. A person cannot consent to sexual activity if that person is unable to understand the nature of the activity or give knowing consent due to circumstances, including without limitation the following: 1) the person is incapacitated due to the use or influence of alcohol or drugs; 2) the person is asleep or unconscious; 3) the person is under age; or 4) the person is incapacitated due to a mental disability.
- E. Dating Violence:** violence committed by a person: 1) who is or has been in a social relationship of a romantic or intimate nature with the victim; and 2) where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
- F. Domestic Violence:** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Illinois, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the State of Illinois.
- G. Education Program or Activity:** a location, event, or circumstance over which IECC exercised substantial control over both the respondent and the context in which the sex-based misconduct occurs, and also includes any building owned or controlled by a student organization that is officially recognized by IECC.
- H. Hate Crime:** an act or an attempted act that violates a criminal statute by any person that in any way constitutes an expression of hostility toward the victim because of his or her sex, race, ethnicity, religion, age, disability, national origin, sexual orientation, or gender-related identity, color, marital status, military status, or unfavorable military discharge.
- I. Hostile Environment Caused by Sexual Harassment:** a sexually harassing hostile environment is created when conduct by an individual is so severe, pervasive, or persistent that it denies or limits an individual’s ability to participate in or receive the benefits, services, or opportunities of IECC’s educational programs or activities or the individual’s employment access, benefits or opportunities. In determining whether a

hostile environment has been created, the conduct in question will be considered from both a subjective and an objective perspective of a reasonable person in the alleged victim's position, considering all the circumstances.

- J. Incapacitation:** when a person is incapable of giving consent due to the person's age, use of drugs or alcohol, or because an intellectual or other disability which prevents the person from having the capacity to give consent.
- K. Intimidation:** to intentionally make another timid or fearful, to compel or deter by or as if by threats. Intimidation is a form of retaliation prohibited by IECC's Policy Preventing Sexual Misconduct and this procedure.
- L. Preponderance of the Evidence:** when considering all the evidence in the case, the decision-maker is persuaded that the allegations are more probably true than not true.
- M. Respondent:** an individual who has been reported to be the perpetrator of conduct that could constitute sex-based misconduct.
- N. Responsible Employee:** an IECC employee who has the authority to redress sex-based misconduct, who has the duty to report incidents of such misconduct or other student misconduct, or whom a student could reasonably believe has this authority or duty. Section VI of this procedure lists categories of employees who are Responsible Employees for IECC.
- O. Retaliation:** any form of retaliation, including intimidation, threats, harassment and other adverse action taken or threatened against any complainant or person reporting or filing a complaint alleging sexual discrimination, harassment or misconduct or any person cooperating in the investigation of such allegations (including testifying, assisting or participating in any manner in an investigation) is strictly prohibited and may violate the protections of the *State Employees and Officials Ethics Act*, the *Whistleblower Act*, and the *Illinois Human Rights Act*. Action is generally deemed adverse if it would deter a reasonable person in the same circumstances from opposing practices prohibited by IECC's Preventing Sexual Misconduct Policy and this procedure. Retaliation may result in disciplinary or other action independent of the sanctions or supportive measures imposed in response to the allegations of sexual discrimination, harassment, or misconduct.
- P. Sexual Assault:** any type of sexual contact or behavior that occurs by force or coercion, without consent of the recipient of the unwanted sexual activity, or in a familial relationship of a degree that would prohibit marriage. It includes sexual acts against a person who is unable to consent either due to age or lack of capacity or impairment. Examples include forcible sexual intercourse, forcible sodomy, forcible fondling, child molestation, incest, attempted rape, statutory rape, and rape. Sexual assault can occur between members of the same or opposite sex. Sexual assault includes any forced act against one's will where sex is the weapon.

Q. Sex-Based Misconduct: misconduct on the basis of sex, sexual orientation, or gender-related identity. Such misconduct includes sex discrimination, sexual harassment, sexual assault, sexual exploitation, dating violence, domestic violence, sexual violence, and stalking.

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

S. Sexual Harassment: unwelcome sexual advances, requests for sexual acts or favors, and other verbal, non-verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment, academic advancement, evaluation, or grades;
- Submission to or rejection of such conduct by an individual is used as a basis for employment, academic advancement, evaluation, or grading decisions affecting that individual;
- Such conduct has the purpose or effect of substantially interfering with an individual's employment or educational performance or creating an intimidating, hostile, or offensive employment or educational environment; or
- Such conduct denies or limits an individual's ability to participate in or receive the benefits, services, or opportunities of IECC's educational programs or activities or the individual's employment access, benefits, or opportunities.

Examples of conduct of a sexual nature may include:

- Verbal: Specific demands for sexual favors, sexual innuendoes, sexually suggestive comments, jokes of a sexual nature, sexual propositions, or sexual threats, whether spoken or in emails, articles, documents, or other writings.
- Non-Verbal: Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds or gestures, leering, whistling, or obscene gestures.
- Physical: Touching, pinching, brushing the body, or any unwelcome or coerced sexual activity, including sexual assault.

- T. Sexual Violence:** physical sexual acts attempted or perpetuated against a person's will or where a person is incapable of giving consent (*e.g.*, due to the person's age, use of drugs or alcohol, or because an intellectual or other disability prevents the person from having the capacity to give consent). Sexual violence includes, but is not limited to, rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. All such acts of sexual violence are forms of sex discrimination prohibited by Title IX.
- U. Survivor:** an individual who has experienced sexual violence, domestic violence, dating violence, or stalking while enrolled, employed, or attending an event at a higher education institution.
- V. Survivor-Centered:** see Section 5 of the *Preventing Sexual Violence in Higher Education Act*, [110 ILCS 155/5](#).
- W. Stalking:** engaging in a course of conduct directed at a specific person that would cause a reasonable person to: 1) fear for his or her safety or the safety of others; or 2) suffer substantial emotional distress.
- X. Threat:** any oral or written expression or gesture that could be interpreted by a reasonable person as conveying an intent to cause harm to persons or property.
- Y. Trauma-Informed Response:** see Section 5 of the *Preventing Sexual Violence in Higher Education Act*, [110 ILCS 155/5](#).

Appendix B

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

IECC Title IX Roles and Responsibilities

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

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

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

~~**Deputy Title IX Coordinators:** work in conjunction with the Title IX Coordinator to ensure compliance for matters involving students, including assistance with coordination of training,~~

education, communications, and administration of complaint procedures for complaints against students.

~~Jan Wiles, Assistant Dean of Student Services, Frontier Community College~~
~~Julie Higginbotham, Assistant Dean of Student Services, Lincoln Trail College~~
~~Andrea Pampe, Assistant Dean of Student Services, Olney Central College~~
~~Steve Patberg, Assistant Dean of Student Services, Wabash Valley College~~

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

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

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

Rodney Ranes, President, Olney Central College
Matt Fowler, President, Wabash Valley College
Jay Edgren, President, Frontier Community College

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

Ryan Gower, Chancellor, Illinois Eastern Community Colleges

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

~~Jan Wiles, Assistant Dean of Student Services, Frontier Community College~~
~~Julie Higginbotham, Assistant Dean of Student Services, Lincoln Trail College~~
~~Andrea Pampe, Assistant Dean of Student Services, Olney Central College~~
~~Steve Patberg, Assistant Dean of Student Services, Wabash Valley College~~
Alyssa Maglone, Assistant Dean of Academic Services, Illinois Eastern Community

Colleges

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

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

Megan Black, Director of Instructional Services, Frontier Community College
Eric Resor, Recruiter/Advisor, Frontier Community College
Tyler Browning, Faculty, Lincoln Trail College

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

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

Doug Shipman, Director of Business, Olney Central College

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

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

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

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

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

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

Contact Information by Location:

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

Illinois Eastern Community Colleges
233 East Chestnut Street
Olney, IL 62450
Phone: (618) 393-2982

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

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

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

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

Board Action: Trustee Barbara Shimer made a motion to approve the revised Procedure 100.31 Preventing Sexual Misconduct as presented. 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. Trustees voting nay: None. Trustees absent: Al Henager and Student Trustee Sutton Dunn. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. 403(b) Calendar Year Report: CFO Ryan Hawkins presented the annual calendar year report on the 403(b) Plan. Under the plan, employees can defer salary into investment alternatives. The District has offered this optional investment plan since 2009 for the benefit of its employees. The plan is completely employee funded. At the end of calendar year 2020, the plan had assets of \$5,221,451.00. The plan currently has 155 active participants. Chancellor Gower recommended acceptance of the report.

Board Action: Trustee Jan Ridgely made a motion to accept the 403(b) Calendar Year Report as presented. 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. Trustees voting nay: None. Trustees absent: Al Henager and Student Trustee Sutton Dunn. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Exception to Bidding Procedures Under ILCS 805/3-27.1: CFO Ryan Hawkins reviewed quotes received for two 15 passenger vans to be used by LTC. CFO Hawkins reviewed the rationale to purchase these vehicles utilizing an allowable exception to the bidding process provision. Chancellor Gower recommended approval of the purchase of two vans. The first van quoted is a 2020 15-passenger Chevrolet Express, V8, with 7,500 miles. The purchase price of the van would be \$21,341.06 as quoted by the vendor Eagleson Automotive located in Olney, Illinois. The second van quoted is a 15 passenger Chevrolet Express, V6, with 5,100 miles. The purchase price of the van would be \$21,841.06 as quoted by the vendor Eagleson Automotive located in Olney, Illinois. Chancellor Gower recommended approval of the purchase of the two vans under ILCS 805/3-27.1 Exception to Bidding Procedures.

Board Action: Trustee Brenda Culver made a motion to approve the purchase of the two 2020 Chevrolet Express vans from Eagleson Automotive in Olney, Illinois, 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. Trustees voting nay: None. Trustees absent: Al Henager and Student Trustee Sutton Dunn. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Intent to Renew Contracts for Chancellor & Presidents: Contracts for the period beginning September 1, 2021, are up for consideration of renewal for the contracts for the Chancellor and for FCC, OCC, and WVC Presidents. To ensure compliance with public notice requirements, the Board wishes to announce the intention to consider the contracts at the regular Board meeting on April 20, 2021.

Board Action: Trustee John Brooks made a motion to approve the intention to consider the contracts of the Chancellor and the President of three colleges, namely FCC, OCC, and WVC, at the April 20, 2021, Board of Trustees meeting. 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. Trustees absent: Al Henager and Student Trustee Sutton Dunn. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of February 28, 2021.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for February, 2021, totaling \$1,294,563.10, 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 February 2021, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Jan Ridgely, Barbara Shimer. Trustees voting nay: None. Trustees absent: Al Henager and Student Trustee Sutton Dunn. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Executive Session” – The Board of Trustees entered into Executive Session under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district. Trustee Brenda Culver made a motion to go into closed session at 8:03 p.m. The motion was seconded by Trustee Barbara Shimer. 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 closed meeting began at 8:03 p.m. The closed session adjourned at 9:06 p.m. and reconvened in open public session. Separate minutes have been prepared for the closed executive session.

AGENDA #12 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session at the regular meeting, January 19, 2021.

AGENDA #13 – “Approval of Personnel Report” – Andrea McDowell presented the following Personnel Report and the Chancellor recommended approval.

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

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

B. Professional Non-Faculty, Exempt

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

C. Professional Non-Faculty, Non-Exempt

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

D. Classified

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

400.2. Change in Status

A. Professional Non-Faculty, Non-Exempt

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

400.3. Salary Adjustment

A. Classified

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

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

A. Continuation of Tenure

1. Scott Balding
2. Wade Baker
3. Reno Bemont
4. Shasta Bennett
5. Sarah Bergbower
6. Tammie Bohnhoff
7. Cynthia Boyce
8. Tyler Boyles
9. C. Allen Brown

10. Carrie Brown
11. Joseph Brown
12. Tyler Browning
13. Megan Bunnage
14. Carla Cadwalader
15. Rebecca Carmack
16. Jay Carter
17. Laurel Cutright
18. David Denton
19. Cheryl Dill
20. Wanda Douglas
21. Todd Gill
22. Pauletta Gullett
23. Nixie Hnetkovsky
24. Steve Hnetkovsky
25. Jason Hortin
26. Anne Hustad
27. Laurie Jenkins
28. John Kendall
29. Andrew King
30. Aaron Lineberry
31. Karen Marks
32. Curtis Marshall
33. Logan Marshall
34. Rob Mason
35. Christian Mathews
36. Travis Matthews
37. Rodney Maxey
38. Amie Mayhall
39. Andrew McMurray
40. Mary Linda Monge
41. Mary Morris
42. Kelly Payne
43. Jodi Peach
44. Kyle Peach
45. Brenda Phegley
46. Andrew Pittman
47. Richard Poskin
48. Lisa Rauch
49. Doug Robb
50. Anurahda Roy
51. Heather Sandy
52. Eric Scheller
53. Kimberley Schucker
54. Nick Short
55. Shirley Smithenry

56. Philip Thorsen
57. Kristi Urfer
58. Brian Wick
59. David Wilderman
60. Angelia Williams
61. Beth Wilson
62. Jill Winter
63. Winifred Ann Wolven

B. Initial Tenure

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

C. Non-Tenure

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

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

A. Continuation of Tenure

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

B. Non-Tenure

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

400.6. Bargaining Unit Faculty Seniority List 2020-2021

Accounting

- | | |
|---------|--|
| 21 yrs. | Kristi Urfer (includes one-year seniority for 2020-2021 academic year) |
| 11 yrs. | John Kendall (includes one-year seniority for 2020-2021 academic year) |

Administrative Information Technology

8 yrs. John Kendall
* 6 yrs. Shasta Bennett
* 6 yrs. Amie Mayhall

Advanced Manufacturing

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

Agricultural Technology

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

Art

9 yrs. Michael Conn (*Dean of Instruction, effective Summer 2017*)
4 yrs. Heather Sandy (includes on year seniority for 2020-2021 academic year)

Automotive Service Tech

18 yrs. Rodney Maxey (includes one-year seniority for 2020-2021 academic year)
13 yrs. Tyler Boyles (includes one-year seniority for 2020-2021 academic year)
4 yrs. Brian Wick

Chemical Sciences

6 yrs. Aaron Lineberry (includes one-year seniority for AY 2020-2021)
2 yr. Chelsea Gemeinhardt (includes one-year seniority for AY 2020-2021)
1 yr. Bradley Logsdon (includes one-year seniority for AY 2020-2021)

Collision Repair Technology

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

Computer Telephony

7 yrs. Travis Matthews

Diesel Equipment Technology

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

Early Childhood Development

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

Electrical Distribution Systems

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

Electronics Technology

4 yrs. Jay Carter

English

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

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

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

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

Gunsmithing

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

Health Informatics

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

Health Programs

6 yrs. Pauletta Gullett

4.5 yrs. Laurie Jenkins

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

History

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

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

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

Humanities

6 yrs. Cynthia Boyce

Industrial Maintenance Tech

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

Life Science

34 yrs.	Anuradha Roy (includes one-year seniority for 2020-2021 academic year)
22 yrs.	Richard Poskin (includes one-year seniority for 2020-2021 academic year)
21 yrs.	Christian Mathews (includes one-year seniority for AY 2020-2021)
* 18 yrs.	Nixie Hnetkovsky (includes one-year seniority for AY 2020-2021)
* 18 yrs.	Carrie Brown (includes one-year seniority for 2020-2021 academic year)
15 yrs.	Nick Short (includes one-year seniority for 2020-2021 academic year)
8 yrs.	Todd Gill (includes one-year seniority for 2020-2021 academic year)
6 yrs.	Sarah Bergbower (includes one-year seniority for AY 2020-2021)

Marketing Business Management

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

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

Medical Office Assistant

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

Microcomputer Support Specialist

3 yrs.	Travis Matthews
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Music

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

Nursing

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

Physical Therapy Assistant

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

Physics

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

Process Technology

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

Psychology

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

Radio/TV Broadcasting

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

Radiography

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

1 yr Brittany Ochs (includes one-year seniority for 2020-2021 academic year)

Remedial Education

2 yrs. Travis Matthews

Social Services

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

Speech

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

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

Sport Management

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

Telecommunications Technology

9 yrs. Travis Matthews (includes one-year seniority for AY 2020-2021)

1 yr. Dennis York (includes one-year seniority for 2020-2021 academic year)

Truck Driving

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

Welding

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

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

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

= same seniority

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

Coal Mining Technology (non-bargaining unit)

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

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

- 5.5 yrs. Wesley Taylor (includes one-year seniority for 2020-21 academic year)
- 2.5 yrs. Wendy Coles (includes one-year seniority for 2020-21 academic year)
- 2.5 yrs. Calvin Melvin (includes one-year seniority for 2020-21 academic year)
- 1 yr. Bill Jankousky (includes one-year seniority for 2020-21 academic year)

400.8. Consideration of Contracts for Chancellor and Presidents

A. Administrative

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

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

400.10. Retirement Ratification

A. Classified

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

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

AGENDA #14 – “Collective Bargaining” – Trustee Barbara Shimer made a motion to approve the Memorandum of Agreement with the Illinois Eastern Colleges Education Association (IECEA) as presented. 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. Trustees voting nay: None. Trustees absent: Al Henager and Student Trustee Sutton Dunn. The motion having received 6 yea votes and nay votes, the Chair declared the motion carried.

AGENDA #15 – “Litigation” – Chancellor Ryan Gower provided an update on current litigation.

AGENDA #16 – “Other Items” – None.

AGENDA #17 – “Adjournment” – Trustee Gary Carter made a motion to adjourn. 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. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 9:27 p.m.

Approved: Chairman: _____

Secretary: _____

Minutes of a special 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 Conference Room at the District Office building, 233 East Chestnut Street, Olney, Illinois, on Monday, March 1, 2021 at 5:37 p.m.

Notice of Special Meeting: G. Andrew Fischer, Chairman of the Board of Trustees called this special meeting. Notice of the meeting was given at least 48 hours before the meeting, in writing, to each member of the Board and to news media. A copy of the notice was also posted at the main office of this community college district. The notice specified the date, time and place of the meeting, and the purpose thereof.

Purpose: To consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the IECC District.

AGENDA #1 – “Call to Order & Roll Call” – The Chair called the meeting to order at 5:37 p.m. and the Chairman directed the Secretary to call the roll.

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

John D. Brooks, Gary Carter (joined the meeting at 5:44 p.m.), Brenda K. Culver, G. Andrew Fischer, Jan Ridgely, Barbara Shimer. Trustees absent: Al Henager and Student Trustee Sutton Dunn. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Dr. Ryan Gower, Chancellor.

Alex Cline, Director of Information & Communications Technology.

Ryan Hawkins, Chief Finance Officer/Board Treasurer.

Andrea McDowell, Director of Human Resources.

Renee Smith, Board Secretary.

AGENDA #2 – “Recognition of Visitors & Guests” – None.

AGENDA #3 – “Public Comment” – None.

AGENDA #4 – “Interview of Presidential Candidate” – Board members heard an opening statement presentation given by Kathleen Curphy, who is a candidate for President of Lincoln Trail College (LTC). Trustees conducted an interview of the candidate and Dr. Curphy concluded the interview with a closing statement. Dr. Curphy left the meeting at 7:10 p.m.

Further Discussion: Following Dr. Curphy’s departure from the meeting and building, the trustees held further discussion relative to Dr. Curphy’s qualifications for the position of President of Lincoln Trail College. No formal actions were taken during the meeting.

AGENDA #5 – “Executive Session” – There was no executive session held at this meeting.

AGENDA #6 – “Other Items” – None.

AGENDA #7 – “Adjournment” – Trustee John Brooks made a motion to adjourn. Trustee Gary Carter seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting adjourned at 7:20 p.m.

Approved: Chairman: _____

Secretary: _____

Minutes of a special 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 Conference Room at the District Office building, 233 East Chestnut Street, Olney, Illinois, on Monday, March 2, 2021, at 5:00 p.m.

Notice of Special Meeting: G. Andrew Fischer, Chairman of the Board of Trustees called this special meeting. Notice of the meeting was given at least 48 hours before the meeting, in writing, to each member of the Board and to news media. A copy of the notice was also posted at the main office of this community college district. The notice specified the date, time and place of the meeting, and the purpose thereof.

Purpose: To consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the IECC District.

AGENDA #1 – “Call to Order & Roll Call” – The Chair called the meeting to order at 5:00 p.m. and the Chairman directed the Secretary to call the roll.

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

John D. Brooks, Gary Carter , Brenda K. Culver, G. Andrew Fischer, Jan Ridgely, Barbara Shimer. Trustees absent: Al Henager. Student Trustee Absent: Sutton Dunn. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Dr. Ryan Gower, Chancellor.

Alex Cline, Director of Information & Communications Technology.

Ryan Hawkins, Chief Finance Officer/Board Treasurer.

Andrea McDowell, Director of Human Resources.

Renee Smith, Board Secretary.

AGENDA #2 – “Recognition of Visitors & Guests” – None.

AGENDA #3 – “Public Comment” – None.

AGENDA #4 – “Interview of Presidential Candidate” – Board members heard an opening statement presentation given by Zahi Atallah, who is a candidate for President of Lincoln Trail College. Trustees conducted an interview of the candidate and Dr. Atallah concluded the interview with a closing statement. Dr. Atallah left the meeting at 6:33 p.m.

After a brief break, the Board welcomed the next LTC Presidential candidate, Tona Ambrose at 7:00 p.m.

Board members heard an opening statement presentation given by Ms. Ambrose, who is a candidate for President of Lincoln Trail College. Trustees conducted an interview of the candidate and Ms. Ambrose concluded the interview with a closing statement. Ms. Ambrose left the meeting at 8:30 p.m.

Further Discussion: Following Ms. Ambrose’s departure from the meeting and building, the trustees held further discussion relative to candidates Dr. Zahi Atallah and Ms. Tona Ambrose qualifications for the position of President of Lincoln Trail College. No formal actions were taken during the meeting.

AGENDA #5 – “Executive Session” – There was no executive session held at this meeting.

AGENDA #6 – “Other Items” – None.

AGENDA #7 – “Adjournment” – Trustee John Brooks made a motion to adjourn. Trustee Gary Carter seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting adjourned at 9:44 p.m.

Approved: Chairman: _____

Secretary: _____

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)

- **Policy 400.28/Employment of Relatives**

Memorandum

To: Board of Trustees

From: Ryan Gower

Date: March 3, 2021

Re: Employment of Relatives (400.28)

Illinois Eastern Community Colleges is accredited by the Higher Learning Commission (HLC), and we in the preliminary stages of preparing for our 2025 review. As a part of their “assumed practices” IECC is required to have a Board approved nepotism policy.

This proposed policy has been reviewed and approved by Cabinet. I recommend the Board approve policy 400.28 Employment of Relatives.

RG/sc

HUMAN RESOURCES - 400

Employment of Relatives (400.28)

Date Adopted: March 16, 2021

Illinois Eastern Community Colleges permits the employment of qualified relatives of employees as long as such employment, whether full-time, part-time, or temporary, does not create actual or perceived conflicts of interest.

Definitions

- 1) *Relative* is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, or corresponding in-law or “step” relation.
- 2) Employee means anyone who works for the District full-time, part-time, or on a temporary basis.
- 3) Direct supervision means one family member being in the direct chain of command, functionally or administratively, over the other.

Relatives are not permitted to work in any position in which an inherent conflict of interest exists. Relatives are permitted to work for the District provided no direct supervisory relationship exists. No candidate and/or employee will be permitted to work within the “chain of command” of a relative such that one relative’s work responsibilities, salary, or career progress could be influenced by the other relative.

This policy applies to all current employees and candidates for employment. No exception to this policy will be made without written consent of the Chancellor and Director of Human Resources.

Agenda Item #7

Policy Second Reading

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Affiliation Agreements

- **Carle Non-Clinical Affiliation Agreement/LTC CMA**
- **Annual Letter of Renewal Practical Education/Good Samaritan Hospital**

Memorandum

TO: Board of Trustees
FROM: Dr. Ryan Gower
DATE: March 16, 2021
RE: Affiliation Agreements

We have two affiliation agreements for Board acceptance this month:

1. Carle Non-Clinical Affiliation Agreement for the Certified Medical Assistant program at Lincoln Trail College. This is a new affiliation agreement in our standard format.
2. An extension of the Clinical Affiliation Agreement with Good Samaritan Hospital for the Medical Office Assistant and Medical Coding Programs at Lincoln Trail and Olney Central Colleges. This affiliation agreement was first approved by the Board in May of 2019.

I ask the Board's acceptance of the Non-Clinical Affiliation Agreement with Carle and the extension of the Clinical Affiliation Agreement with Good Samaritan as presented.

RKG/sc

NON-CLINICAL AFFILIATION AGREEMENT

This **NON-CLINICAL AFFILIATION AGREEMENT** (“Agreement”) is made and entered into on as of the date of the last signature below (“Effective Date”) by and between The Carle Foundation, and its affiliates and subsidiaries, including but not limited to those listed on Exhibit A (collectively referred to herein as “Carle”), each an Illinois not-for-profit corporation, and ILLINOISEASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, (“School”). Carle and School may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

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

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

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

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

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

ARTICLE I: JOINT RESPONSIBILITIES

- 1.1 The Placement of Students will be cooperatively planned by the appropriate representatives of Carle and of School. Information regarding the number of Students to be assigned, the dates of assignment, and specific experience to be provided shall be planned jointly and agreed upon by School and Carle. Placement of Students is not guaranteed and will always depend on staff, space and availability.
- 1.2 Periodic meetings will be held to review and evaluate the Placement, and to attempt to resolve specific problems which may interfere with the objectives of the Placement.
- 1.3 Problems arising with respect to a Student shall be resolved jointly by Carle, School and the Student. Pending resolution of such problems, Carle may at any time restrict such Student activities where it deems necessary.
- 1.4 School will arrange the education program’s schedule and Student’s Placement in cooperation with Carle.

- 1.5 Neither Carle nor School shall be compensated by the other as a result of this Agreement.

ARTICLE II: SCHOOL RESPONSIBILITIES

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

- 2.7.4 meeting with the appropriate Carle staff to discuss the Student's progress.
- 2.8 In the event that faculty from the School are on-site at Carle, School shall instruct faculty to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to HIPAA. Carle reserves the right to terminate, refuse access or otherwise restrict activities such School faculty member from the Placement at any time for the interest of the safety and well-being of its patients and staff and for breaching Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.
- 2.9 The Student(s) and School are and will remain at all times during the term of this Agreement included as named insureds or additional insureds under the School's insurance program, providing general liability coverage in reasonable limits and professional liability coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate limit for liability arising out of the negligence of its Students during their Placement at Carle. Such insurance shall be obtained from a reputable insurance company or may be provided through a self-insurance program or combination thereof. School agrees to provide Carle with thirty (30) days prior written notification, or as soon as possible if notice is received less than thirty (30) days before the effective date, of the cancellation, nonrenewable, or material change of any liability insurance policy required by this Agreement. A Certificate of Insurance evidencing such coverage shall be furnished to The Carle Foundation, Office of Contracts Management 611 West Park Street, Urbana, IL 61801 prior to commencement of the Placement.
- 2.10 To the extent permitted by law and without waiving any defenses, School agrees to indemnify, defend, and hold harmless Carle, its officers, directors, employees, and agents from any and all claims, losses, lawsuits, demands, actions and judgments ("Claims") asserted by any person or persons for any negligent act, failure to act, willful misconduct, or breach of this Agreement by the School, its Student(s), or its faculty including, but not limited to, any fines, awards, damages, expenses or reasonable attorneys' fees that may be incurred in connection with such Claims. This provision will survive the termination of this Agreement.
- 2.11 The School warrants that its Student(s) are in good academic standing and moral character and it has performed any required security checks according to its policies.
- 2.12 If there is any reasonable expectation that the School will require Students to conduct research to become involved in research activities, then School will notify Carle's Research Department immediately. School warrants that it will not require its Students to conduct research or become involved with research activities unless it has complied with all requirements as set forth by Carle's Research Department and the Carle Institutional Review Board. Moreover, if research activities are required, School shall ensure that the liability insurance provided to Students covers the research activities and School shall provide to Carle evidence of such coverage.

ARTICLE III: CARLE RESPONSIBILITIES

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

ARTICLE IV: STUDENT RESPONSIBILITIES

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

- 4.1 The Student must follow the policies, procedures, rules and regulations established by Carle during his/her Placement at Carle.
- 4.2 The Student will be responsible for obtaining individual proof of immunizations and a background check and submit to his/her School prior to commencement of the Placement.
- 4.3 The Student will provide his/her own health insurance coverage for the period of the Placement. The Student will be financially responsible for any medical care including, but not limited to, emergency outpatient care, he/she receives at Carle.

- 4.4 The Student may be required to sign a confidentiality agreement and a release of liability for any personal injuries that may be sustained by him/her while on Carle premises prior to Placement.
- 4.5 The Student will complete the required HIPAA training and any other training required by Carle for the Placement including a job description acknowledgment prior to commencing his/her Placement.

ARTICLE V: CONFIDENTIALITY

- 5.1 School, its Students, and any of its visiting faculty shall not disclose Confidential Information (defined below) and will use best efforts to prevent unauthorized disclosure of such information. If it becomes necessary to make such disclosure, the Parties shall enter into a separate confidentiality agreement prior to making such disclosure. The foregoing obligations shall not apply to the extent that (i) such information becomes generally available to the public other than as a result of an improper disclosure by the School, its Students or its visiting faculty, or (ii) such information was available to the other Party on a non-confidential basis prior to its disclosure hereunder, or (iii) such Parties are required by law to disclose, file or register the same, or (iv) Carle has consented to such disclosure being made.
- 5.2 Confidential information includes, but is not limited to, any information identified by either Party as “confidential” or “proprietary”, or which, under all of the circumstances, ought reasonably be treated as confidential and/or proprietary, including this Agreement.
- 5.3 HIPAA. It is the intent of the Parties to comply in all respects with the applicable provisions of the HIPAA Privacy and Security Regulations, 45 CFR parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 USC Section 1320 (d) et seq. (“HIPAA”), as it pertains to the Parties respectively. Each Party agrees not to use or disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “PHI”), concerning a patient other than as permitted by the requirements of HIPAA (or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations), or as may be required by law. PHI shall only be used by the Parties to accomplish the intended purpose of this Agreement and shall only be disclosed as required by law. Each Party agrees to use appropriate safeguards to prevent use or disclosure of the PHI except use or disclosure specifically permitted pursuant to this Agreement or as may be required by law or court order. Notwithstanding the foregoing, no PHI is anticipated to be exchanged between Carle and the School. Furthermore, the Parties agree that solely for the purpose of defining the Students’ role in relation to the use and disclosure of Carle’s PHI, it is understood that each Student are considered a member of Carle’s “workforce” as that term is defined by 45 CFR 160.103 when engaged in activities pursuant to this Agreement. Accordingly, neither the School nor any of its Students meet the definition of a Business Associate under HIPAA. As such, a Business Associate Agreement is not required. Provided, however, that if during the term of this Agreement, an exchange of PHI between Carle and the School is required, or the Department of Health and Human Services, Office of Civil Rights or any

other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate, as that term is defined in the federal privacy regulations, the School and Carle shall, upon a date mutually agreed by the Parties, execute a Business Associate Agreement.

ARTICLE VI: TERMINATION

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

ARTICLE VII: GENERAL PROVISIONS

- 7.1 Independent Contractor. In the performance of all duties and obligations, Carle, School, and are, at all times, independent contractors and not joint venturers, agents, partners or employers/employees of the other. Neither Party nor their respective faculty, staff, employees, Students or agents shall be or claim to be faculty, staff, employee, student or agent of the other. Each Party shall be responsible for payment on behalf of its employees any and all contributions and taxes imposed by local, state or federal law, including, but not limited to, taxes or contributions for social security, unemployment insurance, worker's compensation, old age retirement benefits, pensions and annuities, and agrees to provide indemnity for any such payment made by the other Party.
- 7.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
- 7.3 Assignment. Neither Party may assign this Agreement, or any portion of it, without prior written consent of the other Party.
- 7.4 Corporate Compliance. Carle has a corporate compliance plan, the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. School acknowledges Carle's commitment to corporate compliance and agrees the School, its Students and faculty, will conduct themselves in accord with

applicable legal authority.

- 7.5 Warranty of Non-Exclusion. By execution of this Agreement, School represents and warrants to Carle that it and its Students and faculty participating in a Placement (collectively "School") have not (i) been excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program (as defined herein); (ii) been convicted of a criminal offense related to the provision of health care items or services; and (iii) arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from the participation in any Federal Health Care Program. School represents and warrants that it is not currently under investigation or otherwise aware of any circumstances that may result in School being excluded from participation in any Federal Health Care Program and that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g), has occurred or is pending or threatened against School. For the purpose of this Paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. This shall be an ongoing representation and warranty throughout the Term of this Agreement. School shall immediately notify Carle of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Carle the right to terminate the Agreement immediately for cause.
- 7.6 Entire Agreement. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Carle and School shall neither be entitled to benefits other than those herein specifically enumerated.
- 7.7 Execution. This Agreement and any amendment hereto, may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.
- 7.8 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.
- 7.9 Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matter to be construed in interpreting this Agreement. The Parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- 7.10 Marketing. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and written approval of the intended use shall first be

obtained from the Party whose name is to be used.

- 7.11 Statement of Non-Discrimination. Both Parties are committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender identity, sexual preference, age, veteran status or mental/physical disability.
- 7.12 Severability. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the Parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
- 7.13 Notice. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

If to School:

ILLINOIS EASTERN
COMMUNITY COLLEGES
DIST. #529/LINCOLN
TRAIL COLLEGE
11220 IL-1,
Robinson, IL
62454 Attn:
Jared Gullett

If to Carle:

THE CARLE FOUNDATION
Human Resources
611 West Park Street
Urbana, IL 61801
Attn: Kayla Liggett

With a Copy To:
Carle Richland Memorial Hospital
800 E. Locust Street
Olney, IL 62450
Attn: Corporate Compliance,
Accreditation & Risk Manager

- 7.14 Successors and Assigns. This Agreement shall extend to and be binding upon representatives, successors and assigns of the Parties. This provision, however, shall not be construed to permit the assignment of this Agreement by either Party, except as may be permitted hereby.
- 7.15 Survival of Covenants. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.
- 7.16 Third Party Rights. Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.
- 7.17 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of

this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

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

The Carle Foundation

School

ILLINOIS EASTERN COMMUNITY
COLLEGES DIST. #529/LINCOLN TRAIL
COLLEGE

DocuSigned by:
Harry Brockus
0738884EDD88B40F...

Signature

Certified Medical Assistant/Electronic Medical
Records Faculty Member

Harry Brockus

Name

College Dean

President

College President

Title

2/16/2021

Chairman, Board of Trustees
Illinois Eastern Community Colleges Dist.#529

Date

EXHIBIT A

Carle Entities Covered by this Agreement:

- The Carle Foundation Hospital
- Carle Health Care Incorporated d/b/a Carle Physician Group
- Hoopston Community Memorial Hospital d/b/a Carle Hoopston Regional Health Center
- Richland Memorial Hospital Inc. d/b/a Carle Richland Memorial Hospital
- Champaign Surgery Center
- Arrow Ambulance, LLC
- Carle West Physician Group
- Carle BroMenn Medical Center
- Carle Eureka Hospital
- Carle Cancer Institute (Normal, IL)

Specific Programs Covered by this Agreement for Placement:

(i.e. degree programs for disciplines such as public health, health law and policy, JD, etc.)

Certified Medical Assistant
Program Electronic Medical
Records Program

**ANNUAL LETTER OF RENEWAL OF
PRACTICAL EDUCATION AFFILIATION AGREEMENT BETWEEN
ILLINOIS EASTERN COMMUNITY COLLEGE**

AND

GOOD SAMARITAN

THIS ANNUAL LETTER OF RENEWAL ("Letter"), entered into between ILLINOIS EASTERN COMMUNITY COLLEGE ("University"), and GOOD SAMARITAN ("Facility" and together with University the "Parties" with each individually a "Party"), shall serve to extend the Term of the Practical Education Affiliation Agreement ("Agreement") between the Parties for One (1) Year, and is effective as of the latest date executed by the Parties.

WHEREAS, it is to the mutual benefit of Facility and University to cooperate in educational programs pursuant to the existing Agreement dated on or about May 25th 2019, and


WHEREAS, pursuant to Section 6.1 of the Agreement, the Parties wish to hereby extend the Term of the Agreement for an additional One (1) Year period,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

The Agreement is hereby renewed for an additional One (1) Year period, beginning on the date of the final signature below.

ILLINOIS EASTERN COMMUNITY COLLEGE
"University"

GOOD SAMARITAN HOSPITAL
"Facility"



Name: _____
Title: _____
Date: _____

Name:	Robert D M in
Title:	Chief Executive Officer
Date:	2-17-21

Agenda Item #8B

Identity Theft Prevention Program

Memorandum

TO: Board of Trustees
FROM: Dr. Ryan Gower
DATE: March 16, 2021
RE: Identity Theft Prevention Program

Identity Theft Prevention Program Status Report for 2020

Illinois Eastern Community Colleges participates in the Federal Direct Student Loan Program, offers institutional loans to students, and administers a tuition payment plan that allows qualified students to pay their tuition and fees throughout the semester. Therefore, IECC is a “creditor” and student accounts are “covered accounts” subject to the Red Flags Rule which required IECC to develop and implement an identity theft prevention program. IECC’s Identity Theft Prevention Program and Identity Theft Prevention Policy 100.23 were developed and approved by the Board on March 17, 2009.

In February of 2021, the Identity Theft Prevention Team reviewed and updated the prevention program, as necessary. The red flags were evaluated by the various departments at IECC that work closely with student accounts to ensure the red flags identified are appropriate. There were no significant changes made to the program this year. The program was updated to reflect organizational changes to include the Registrar and Associate Dean of Admissions and Records. The program was also updated to include the new training platform, SafeColleges, which is used to provide the necessary Identity Theft Red Flags training.

The Team will continue to annually review the program and provide identity theft and red flag training to their assigned departments and areas. The Release of Student Information Guidelines are included as part of the identity theft training. In 2021, training is being provided in March and April. The report is being sent to the Board by email.

I recommend the Board’s acceptance of the IECC’s Identity Theft Prevention Program and the Status Report for 2020.

RKG/sc



ILLINOIS EASTERN
COMMUNITY COLLEGES

Identity Theft Prevention Program



Our mission is to deliver exceptional education and enrich the lives of our students and to strengthen our communities.

Approved by Cabinet: March 3, 2021

Approved by Board of Trustees:

March 16, 2021 (pending board approval)

OLNEY CENTRAL COLLEGE

bank regulatory agencies, and the National Credit Union Administration (NCUA) issued regulations (Red Flags Rule) requiring financial institutions and creditors to develop and implement written identity theft prevention programs. The Red Flags Rule was developed pursuant to the Fair and Accurate Credit Transaction (FACT) Act of 2003. Under the Rule, financial institutions and creditors with covered accounts must have identity theft prevention programs to identify, detect, and respond to patterns, practices, or specific activities that could indicate identity theft. The Red Flags Rule became effective January

1, 2008, with a mandatory compliance date of November 1, 2008; however, on October 22, 2008, the FTC granted a delay of enforcement of the new Red Flags Rule until May 1, 2009.

IECC Identity Theft Prevention Program Requirement

Illinois Eastern Community Colleges participates in the Direct Student Loan Program, offers institutional loans to students, and administers a tuition payment plan that allows qualified students to pay their tuition and fees throughout the semester. Therefore, IECC is a creditor and student accounts are covered accounts subject to the Red Flags Rule which requires IECC to develop and implement an identity theft prevention program.

The Red Flags Rule allows Illinois Eastern Community Colleges to design and implement an identity theft prevention program that is appropriate to our size, complexity, and the nature of our operation. Programs must contain reasonable policies and procedures to:

- identify relevant “Red Flags” and incorporate them into the program;
- detect the red flags that the program incorporates;
- respond appropriately to detected red flags to prevent and mitigate identity theft; and
- ensure that the program is updated periodically to reflect changes in risks.

Definitions

Red Flag – A red flag is a pattern, practice, or specific activity that indicates the possible existence of identity theft.

Identity Theft – Identity theft is a fraud committed or attempted using the identifying information of another person without authority.

Covered Account – A covered account is a consumer account designed to permit multiple payments or transactions. These are accounts where payments are deferred and made periodically over time such as a tuition or fee installment payment plan. Student accounts and loans administered by IECC are covered accounts.

Creditor – A creditor is defined as someone who regularly extends, renews, or continues credit. Illinois Eastern Community Colleges is considered a creditor due to our participation in the following activities:

- Participation as a school in the Federal Direct Student Loan Program;
- Offering institutional loans to students, faculty, or staff;
- Offering a plan of payment or fees throughout the semester, rather than requiring full payment at the beginning of the semester.

Personal Information – Personal information is identifying information which is any name or number that may be used, alone or in conjunction with any other information, to identify a specific person including: name, address, telephone number, social security number, date of birth, government issued driver’s license or identification number, alien registration number,

government passport number, employer or taxpayer identification number, computer's Internet Protocol address, or routing code.

Red Flags

Red Flags are relevant patterns, practices, and specific activities that signal possible identity theft and fall in the following five categories:

- alerts, notifications, or warnings from consumer reporting agencies;
- suspicious documents;
- suspicious personally identifying information, such as a suspicious address change;
- unusual use of, or other suspicious activity related to, a student or employee account; and
- notices from students, employees, victims of identity theft, law enforcement authorities or other persons regarding possible identity theft in connection with student accounts or employee payroll information held by IECC.

Identification and Examples of Red Flags

In order to identify relevant Red Flags, IECC has reviewed the types of accounts offered and maintained, the methods provided to open and access these accounts, and previous experiences with identity theft. IECC identified the following twenty-six (26) Red Flags in the below five categories.

Alerts, Notifications, or Warnings from Consumer Reporting Agency

1. If a fraud or active duty alert is included with a consumer report.
2. If a consumer reporting agency provides a notice of credit freeze in response to a request for a consumer report.
3. If a consumer reporting agency provides a notice of address discrepancy.
4. If a consumer report indicates a pattern of activity that is inconsistent with the history and usual pattern of activity of an application, such as:
 - a. A recent and significant increase in the volume of inquiries;
 - b. An unusual number of recently established credit relationships;
 - c. A material change in the use of credit, especially with respect to recently established credit relationships, or
 - d. An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

Suspicious Documents

5. If documents provided for identification appear to have been altered, forged or inauthentic.
6. If the photograph or physical description on the identification is not consistent with the appearance of the student or employee presenting the identification.

7. If other information on the identification is not consistent with the information provided by the student or employee.
8. If other information on the identification is not consistent with readily accessible information that is on file with Illinois Eastern Community Colleges, such as a signature on a registration form or other document.
9. If a document appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

Suspicious Personal Identifying Information

10. If personal identifying information provided is inconsistent when compared against external information sources used by Illinois Eastern Community Colleges such as inconsistent birth dates or addresses.
11. If personal identifying information provided by the student or employee is not consistent with other personal identifying information provided by the student or employee. For example, there is a lack of correlation between the SSN range and the date of birth.
12. If personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by Illinois Eastern Community Colleges. For example;
 - a. The address on the document is the same as the address provided on a fraudulent document, or
 - b. The phone number on the document is the same as the number provided on a fraudulent document.
13. If personal identifying information provided is a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by Illinois Eastern Community Colleges. For example:
 - a. The address on the document is fictitious, a mail drop or a prison; or
 - b. The phone number is invalid.
14. If the SSN provided is the same as that submitted by other students or employees.
15. If the address or telephone number provided is the same as or similar to the address or telephone number submitted by an unusually large number of other students or employees.
16. If the student or employee fails to provide all required personal identifying information on a document or in response to notification that the information is incomplete.
17. If personal identifying information provided is not consistent with personal identifying information that is on file with Illinois Eastern Community Colleges.
18. If Illinois Eastern Community Colleges uses challenge questions, the student or employee cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

Unusual Use of, or Suspicious Activity Related to, the Student Account

19. If shortly following the notice of a change of address for a student account, Illinois Eastern Community Colleges receives a request for the addition of other authorized users on the account.
20. If a student account is used in a manner commonly associated with patterns of fraud. For example, the student fails to make the first payment or makes an initial payment but no subsequent payments.
21. If a student account is used in a manner that is not consistent with established patterns of activity on the account. For example, nonpayment when there is no history of late or missed payments or a material change in usage patterns.
22. If a student account that has been inactive for a reasonably lengthy period of time is used.
23. If mail sent to the student is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the student's account.
24. If Illinois Eastern Community Colleges is notified that the student is not receiving paper account statements.
25. If Illinois Eastern Community Colleges is notified of unauthorized charges or transactions in connection with the student's account.

Notices from Students, Victims of Identity Theft, Law Enforcement Authorities or Others

26. If Illinois Eastern Community Colleges is notified by a student, a victim of identity theft, law enforcement authorities or other persons regarding possible identity theft in connection with student accounts held by IECC.

Detection and Response to Red Flags

Detection

In order to detect any of the Red Flags identified above associated with student accounts, IECC staff will take the following steps to obtain and verify the identity of a student by:

- Requiring certain identifying information such as name, date of birth, academic records, home address, mother's maiden name, or other identification; and
- Verifying the student's identity at time of issuance of any student records, academic information or financial aid by reviewing driver's license or other government-issued photo identification.

For existing student accounts, IECC staff will take the following steps to monitor transactions on an account by:

- Verifying the identification of students if they request information in person, via telephone, via facsimile or via email;

- Verifying the validity of requests to change billing address by mail or email and providing the student with a reasonable means of promptly reporting incorrect billing address changes; and
- Verifying changes in banking information given for billing and payment purposes.

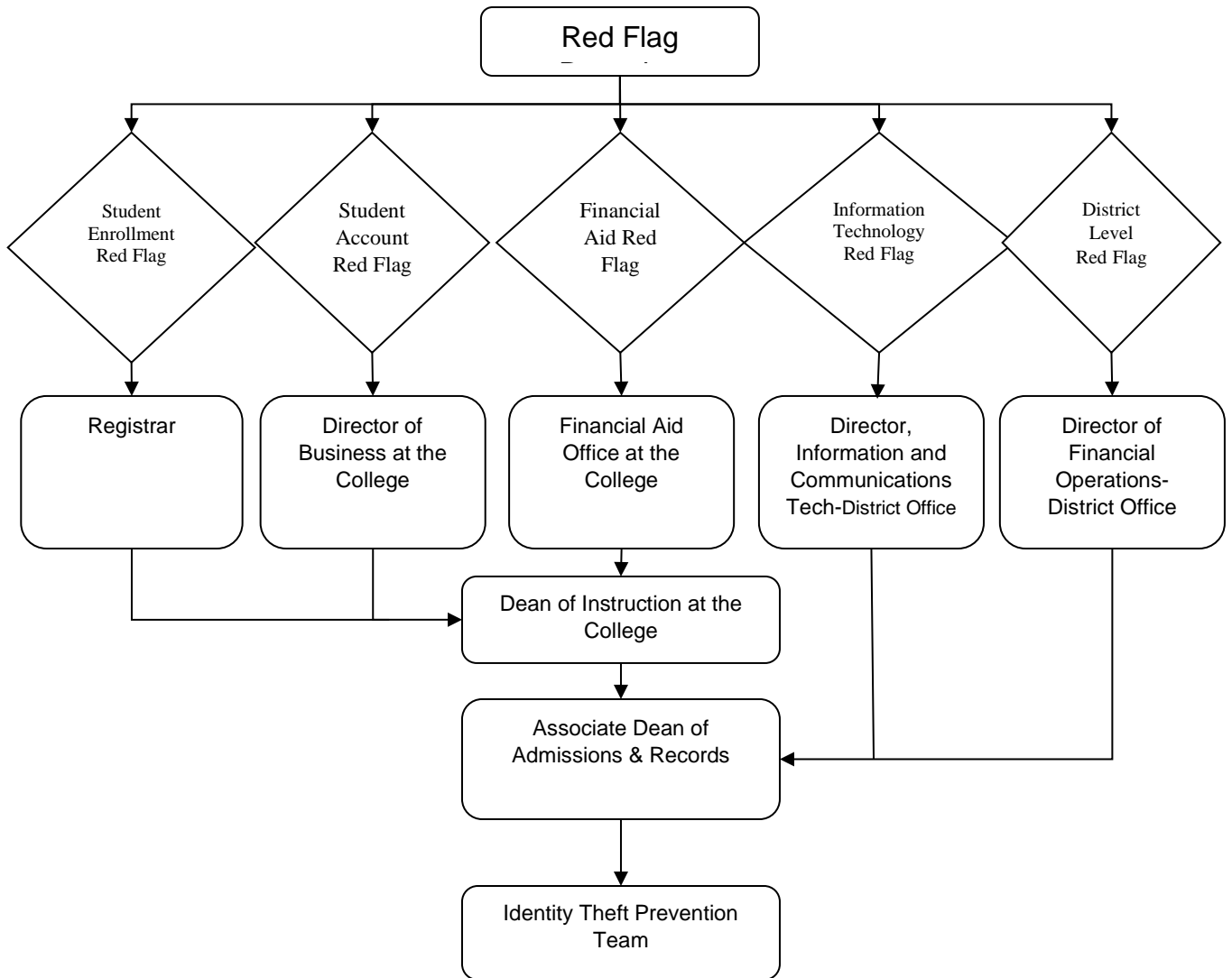
IECC staff will monitor any proposed changes to employee payroll accounts by requiring verbal verification in addition to any required forms from the employee making the proposed change.

Response

In the event IECC staff detects any identified Red Flags, action steps may include, but are not limited to, one or more of the following, depending on the degree of risk posed by the Red Flag:

- Monitoring a student account for evidence of identity theft;
- Contacting the student;
- Changing any passwords, security codes or other security devices that permit access to a student account;
- Reopening a student account with a new account number;
- Providing the student with a new identification number;
- Not opening a new student account;
- Closing an existing student account;
- Not attempting to collect on a student account or not selling a student account to a debt collector;
- Notifying law enforcement;
- Filing or assisting in filing a Suspicious Activities Report; or
- Determining that no response is warranted under the particular circumstances.

Any employee who detects a Red Flag associated with student enrollment will notify the IECC Registrar. Employees who detect a Red Flag with a student account will notify the college's Director of Business or the Director of Financial Operations at the District Office. The Financial Aid Office shall be notified if any Red Flag is detected within the financial aid area. Any Information Technology related Red Flag will be reported to the Director of Information and Communications Technology. All detections of Red Flags will be reported to the College Deans and the Associate Dean of Admissions & Records. The Identity Theft Prevention Team will review any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating identity theft. The flowchart below outlines this reporting process:



Identity Theft Prevention Team

- | | |
|----------------|---|
| Vacant | Associate Dean of Admissions & Records |
| Libby McVicker | Program Director of Grants & Compliance |
| Bonnie Chaplin | Director of Financial Operations |
| Alex Cline | Director of Information and Communications Technology |
| Steve Patberg | Registrar |
| Andrea Puckett | Director of Financial Aid |
| Doug Shipman | Director of Business |

Prevention and Protection of Student and Employee Identifying Information

In order to prevent and mitigate identity theft, IECC will take the following steps with respect to internal operating procedures to protect student identifying information:

- Ensure IECC website is secure or provide clear notice that the website is not secure;
- Ensure complete and secure destruction of paper documents and computer files containing student account information or employee payroll information when a decision has been made to no longer maintain such information;
- Ensure office computers with access to student account information or employee payroll information are password protected;
- Limit use of social security numbers;
- Ensure computer virus protection is up to date;
- Require and keep only student or employee information that is necessary for college purposes; and
- Provide identity theft information on IECC's webpage in the Consumer Information/Student Right to Know section.
- Provide Release of Student Information Guidelines to new and current staff who work with student accounts, student records, financial aid or other personal identifiable information.

Program Administration

Program Oversight and Reports

The Identity Theft Prevention Program is the responsibility of the administration of the District Office and the Colleges. Approval of the initial program and policy must be appropriately documented and approved by the Cabinet and the Board of Trustees.

The Associate Dean of Admissions & Records at the District Office is responsible for developing and implementing the program. An Identity Theft Prevention Team was formed and is responsible for monitoring and updating the program. The Identity Theft Prevention Team is responsible for ensuring appropriate training of IECC staff on the program, for reviewing any staff reports regarding the detection of Red Flags, and for reviewing the steps for preventing and mitigating identity theft. The Associate Dean of Admissions & Records will report annually, or as needed, to the Cabinet on the effectiveness of the program, significant incidents involving identity theft and IECC's response, and recommendations for material changes to the program. The Associate Dean of Admissions & Records will update the program as necessary.

Training

IECC staff with responsibilities in the areas of student accounts, student records, and financial aid will receive annual training as part of this prevention program. Training shall include detection and recognition of red flags, appropriate handling of notices, and action steps. Staff training shall be conducted for any other employees and all new employees for whom it is reasonably foreseeable may come into contact with student accounts, employee payroll information, or personally identifiable information. To ensure maximum effectiveness, employees will continue to receive additional training as changes to the program are made.

Service Provider Arrangements

In the event IECC engages a service provider to perform an activity in connection with one or more student accounts, IECC will take the following steps to make every reasonable effort that the service provider performs its activity in accordance with policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

1. Provide service providers with IECC's Identity Theft Prevention Program; and,
2. Request service providers to certify that they have received, and will abide by IECC's Identity Theft Prevention Program, and will report any Red Flags to the IECC employee with primary oversight of the service provider.

Program Updates

The Identity Theft Prevention Team will periodically review and update this program to reflect changes in risks to students and the soundness of IECC from identity theft. The program will be re-evaluated to determine whether all aspects are up to date and applicable in the current business environment. Red flags will be reviewed and may be revised, replaced, or eliminated as determined.

Program Status and Report as of March 2021

In February 2021, the Identity Theft Prevention Team reviewed and updated the prevention program, as necessary. The Team will continue to annually review the program, and training will be provided to appropriate administration, staff, and/or faculty. In 2020, Safe Colleges FACTA: Identity Theft and Consumer Protection training was provided in March and April. Documentation of completed training documents are kept with the Program Director of Grants and Compliance.

Agenda Item #8C

Resolution of Support/ Bob Boyles Hall Addition FCC

Memorandum

TO: Board of Trustees

FROM: Ryan K. Gower

DATE: March 16, 2021

RE: Resolution of Support for Bob Boyles Hall Addition FCC

Citizens in Wayne County have been looking for a new location for a senior center to replace the facility that was lost in a fire several years ago. Frontier Community College has been approached to determine their interest in housing the facility on campus as an addition to the north side of Bob Boyles Hall.

College leadership believes the addition would not only improve the quality of life for area residents but would also benefit for Frontier Community College in a number of ways - stronger community education course offerings, creating connections with potential donors, and improved quality of student services for traditional FCC students. The proposed construction costs are estimated at \$350,000 with an additional \$150,000 to modernize the existing building and kitchen.

The City of Fairfield has expressed interest in supporting the project through TIF or other funding means, and the Edwards County Council on Aging has \$39,000 designated as seed money for the project. Dr. Edgren, along with the Fairfield Community Steering Committee, will begin working with area residents on an aggressive capital campaign to raise the dollars necessary for construction and operation.

I believe the individuals involved in this senior center are committed to raising the necessary funds for construction and operation of this facility.

I ask the Board's approval of the attached resolution which will indicate the general support of the Board of Trustees for the construction of such a center upon the college property. Prior to final action by the Board, there would be a substantial written document prepared and executed that would detail the rights and responsibilities of the senior center and the IECC Board of Trustees.

RKG/sc

RESOLUTION OF SUPPORT FOR THE DEVELOPMENT OF AN ADDITION TO BOB BOYES HALL ON THE CAMPUS OF FRONTIER COMMUNITY COLLEGE

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

WHEREAS, the residents of Wayne County have expressed both the need for and interest in a dining facility that would improve the quality of life for its senior residents; and

WHEREAS, the proposed facility and the programs it would offer would serve Wayne County senior residents by providing a facility to house the Council on Aging lunch program (currently offered through Edwards County) as well as provide campus students and staff a dining option for lunch; and

WHEREAS, the City of Fairfield has expressed support for such facility and is interested in providing financial support for the project via TIF funding (and other possible means); and

WHEREAS, the Edwards County Council on Aging has approximately \$39,000 designated as seed money for the project (assuming approval by this Council at their March 2021 meeting); and

WHEREAS, Fairfield Community Steering Committee for the project is committed to raising additional funding for the project to include private donations as well as investigating grant opportunities.

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

1. That the Board of Trustees and the Edwards County Council on Aging will develop a comprehensive contract of operation that will outline the responsibilities and duties of both entities. It is contemplated that such a contract would be fully executed and approved by an official vote of the Board of Trustees prior to the commencement of any construction of the project.

2. In recognition thereof, the Illinois Eastern Community College District #529 Board of Trustees hereby approves this resolution, affirming support for the addition to Bob Boyes Hall for the purposes of providing a location for the Edwards County Council on Aging to house their lunch program and simultaneously providing the students, staff, and faculty of Frontier Community College a lunch dining option.
3. That any past resolution policy, authority, or any action of the Board of Trustees inconsistent with the Resolution, is hereby amended so as to conform with this resolution.
4. That this resolution is in full force and effect from and after its adoption.

Dated this 16th day of March 2021.

Chairman, Board of Trustees

Illinois Eastern Community College
District #529

Secretary, Board of Trustees

Illinois Eastern Community College District

Agenda Item #8D

Increase to Welding Course Fees

Memorandum

TO: Board of Trustees
FROM: Ryan Gower
DATE: March 16, 2021
RE: Welding Course Fee

The Welding faculty and Title III Welding Specialist have developed a second year of the AAS Welding degree, which was previously a two-semester certificate program. As a part of that development, they have reviewed program needs and have requested an increase to the Welding Course Fee to ensure the continued health and success of the program.

The fee was originally established as a \$15 per course fee implemented in 1980. It was raised to \$30 per course in Spring 2010 and to \$50 per course in Fall 2015, where it is today. The cost of steel, welding rods, gas, and equipment used in the program has increased over time necessitating the fee review. Prior to the development of the second-year welding degree, the program spent \$9,570 on average per year in welding supplies and other consumables. Even with donations of scrap and surplus from local agencies, the program was underfunded at this amount. Under the current course fee structure, the program generates approximately \$6,000 on average for use in the program.

Faculty and staff have supplemented the cost of supplies over time by obtaining donations and doing special welding projects for local business partners. That has become more difficult during the pandemic and cannot be sustained long term. The gap between consumable needs and program revenue has caused the welding account to run a deficit of over \$8,000. Addressing the fee now will ensure the adequate funding of the program to ensure students have access to consumables necessary for quality instruction.

The IECC Cabinet reviewed the proposal on March 3, 2021 and approved an increase. President Raney, CFO Hawkins and Chancellor Gower have reviewed the welding fee revenue and expenditures and are recommending an increase in the fee to \$75 for the Fall 2021 term and applying the fee to all applicable courses in the first and second year of the welding program. This increase should generate between \$13,500 and \$20,000, depending on enrollment.

RG/akb

Agenda Item #8E

Intent to Hire LTC President

Memorandum

To: Board of Trustess
From: Dr. Ryan Gower; Chancellor
RE: Intent to Hire – President Lincoln Trail College
Date: March 16, 2021

In October of 2020, Illinois Eastern Community Colleges began its search for the next President of Lincoln Trail College. On March 1 and 2, 2021 three finalists were brought to campus to meet with faculty and staff, members of the local community, and the Board of Trustees.

As we are within 45 days of an election, this Board cannot enter into an employment agreement with a president of a college. This board can and should, make public its intent to establish a contract for the next President of Lincoln Trail College.

It would be appropriate for the Board to make a motion that it intends to consider the establishment of an employment contract for the next President of Lincoln Trail College at the April 2021 Board of Trustees meeting.

RKG/sc

Agenda Item #8F

McKendree Articulation Agreements

- **AAS ACT to BBA ACC**
- **AAS ADM to BBA BUS**
- **AAS HRA to BBA HRM**
- **AAS MARKET to BBA MKT**
- **AAS OMGT to BBA MGT**

Memorandum

TO: Board of Trustees

FROM: Dr. Ryan Gower

DATE: March 16, 2021

RE: Program Articulation Agreements between IECC and McKendree University

The following Program Articulation Agreements between IECC and McKendree University will allow IECC Associate in Applied Science graduates from specific programs admission into the corresponding McKendree Bachelor's program. Agreements include:

- 2+2 Associate in Applied Science in Accounting to Bachelor of Business Administration in Accounting
- 2+2 Associate in Applied Science in Office Administration to Bachelor of Business Administration in Business Administration
- 2+2 Associate in Applied Science Human Resource Assistant to Bachelor of Business Administration in Human Resource Management
- 2+2 Associate in Applied Science in Marketing Business Management to Bachelor of Business Administration in Marketing
- 2+2 Associate in Applied Science in Office Management to Bachelor Business Administration in Management

These Program Articulation Agreements form a new partnership and will allow IECC and McKendree to form a cooperative relationship to better serve our students by facilitating transfer, minimizing duplication of instruction and build on community college and university learning experiences.

The agreements shall be in effect beginning August 1, 2021 and remains in effect until July 31, 2025. The parties may renew or extend any agreement only by written notification signed by the authorized representatives of each party. The agreements may be terminated by either party, with or without cause, upon 60 days advance written notice.

I ask the Board's approval of these five Program Articulation Agreements between IECC and McKendree. These agreements were sent to the Board of Trustees under separate cover.

RKG/sc

Agenda Item #9

Bid Committee Report

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

TREASURER'S REPORT**February 28, 2021**

FUND	BALANCE
Educational	\$ 10,010,067.03
Operations & Maintenance	2,268,119.31
Operations & Maintenance (Restricted)	3,159,049.15
Bond & Interest	337,383.75
Auxiliary	1,379,772.84
Restricted Purposes	(624,193.90)
Working Cash	1,033,463.23
Trust & Agency	533,532.91
Audit	5,076.09
Liability, Protection & Settlement	854,925.39
TOTAL ALL FUNDS	\$ 18,957,195.80
Respectfully submitted,	
Ryan Hawkins, Treasurer	

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
February 28, 2021

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 10,025,367	\$ 2,268,119	\$ 3,159,049	\$ 337,384	\$ 1,400,273	\$ (624,194)
Investments	-	1,501,425	-	-	5,329,824	-
Accounts Receivable	1,212,963	132,906	-	-	412,394	-
Other Receivables	522,362	-	-	-	-	252,596
Restricted Cash	-	-	3,782,771	-	-	-
Inventory	-	-	-	-	587,885	-
Other Assets	-	-	-	-	-	480,642
Due From Other Funds	-	-	-	-	-	-
Total Assets	\$ 11,760,692	\$ 3,902,450	\$ 6,941,820	\$ 337,384	\$ 7,730,376	\$ 109,044
LIABILITIES						
Accounts Payable	\$ 10,332	\$ 26,295	\$ -	\$ -	\$ (8,217)	\$ 18,946
Accrued Payroll Liabilities	(1,658)	-	-	-	-	-
Other Accrued Liabilities	277,508	-	40,332	-	83,561	3,202
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	286,182	26,295	40,332	-	75,344	22,148
FUND BALANCES						
Non-Spendable	-	-	-	-	587,885	-
Restricted	-	3,876,155	6,901,488	337,384	-	86,896
Unassigned	11,474,510	-	-	-	7,067,147	-
Total Fund Balances	11,474,510	3,876,155	6,901,488	337,384	7,655,032	86,896
Total Liabilities and Fund Balances	\$ 11,760,692	\$ 3,902,450	\$ 6,941,820	\$ 337,384	\$ 7,730,376	\$ 109,044

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
February 28, 2021

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 1,033,463	\$ 533,533	\$ 5,076	\$ 854,925	\$ 18,992,995
Investments	5,403,674	-	-	-	12,234,923
Accounts Receivable	-	-	-	-	1,758,263
Other Receivables	-	94,740	-	-	869,698
Restricted Cash	-	-	-	-	3,782,771
Inventory	-	-	-	-	587,885
Other Assets	-	-	-	-	480,642
Due From Other Funds	-	-	-	-	-
Total Assets	\$ 6,437,137	\$ 628,273	\$ 5,076	\$ 854,925	\$ 38,707,177
LIABILITIES					
Accounts Payable	\$ -	\$ 5,735	\$ 4,200	\$ -	\$ 57,291
Accrued Payroll Liabilities	-	-	-	-	(1,658)
Other Accrued Liabilities	-	-	-	-	404,603
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	5,735	4,200	-	460,236
FUND BALANCES					
Non-Spendable	6,413,656				7,001,541
Restricted	23,481		876	854,925	12,081,205
Unassigned	-	622,538	-	-	19,164,195
Total Fund Balances	6,437,137	622,538	876	854,925	38,246,941
Total Liabilities and Fund Balances	\$ 6,437,137	\$ 628,273	\$ 5,076	\$ 854,925	\$ 38,707,177

Illinois Eastern Community Colleges
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
 For the Period Ended February 28, 2021

		Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES							
Property Taxes	\$	2,892,987	\$ 1,213,747	\$ -	\$ 2,081,186	\$ -	\$ -
Replacement Taxes		315,416	-	-	-	-	-
ICCB Grants		7,945,622	-	-	-	-	139,606
Federal Grants		-	-	-	-	-	6,099,470
Tuition & Fees		9,817,522	977,975	-	-	271,684	-
Charges for Services		-	-	-	-	1,594,582	-
Interest		69,571	20,763	31,828	6,033	30,334	190
Other Revenues		4,943,578	158,244	24,689	-	142,172	45,612
Total Revenues		25,984,696	2,370,729	56,517	2,087,219	2,038,772	6,284,878
EXPENDITURES							
Payroll		8,153,291	544,611	-	-	994,461	1,052,835
Benefits		1,413,012	146,351	-	-	132,019	280,210
Contractual Services		557,409	211,561	33,515	-	145,061	330,812
Supplies		704,386	155,762	199	-	1,424,226	892,993
Travel		48,185	-	-	-	86,318	39,281
Fixed		2,635,172	12,616	-	2,174,050	138,239	66,040
Utilities		31,689	643,309	-	-	-	-
Capital Outlay		126,528	314,375	230,418	-	23,234	203,463
Other		123,520	70	-	-	131,405	1,362,235
Scholarships, Student Grants, & Waivers		4,340,197	-	-	-	309,326	2,531,366
Total Expenditures		18,133,389	2,028,655	264,132	2,174,050	3,384,289	6,759,235
Excess (Deficiency) of Revenues Over (Under) Expenditures		7,851,307	342,074	(207,615)	(86,831)	(1,345,517)	(474,357)
TRANSFERS							
Net Transfers		(5,351,849)	584,151	3,559,100	-	1,208,598	-
Total Transfers		(5,351,849)	584,151	3,559,100	-	1,208,598	-
Net Change in Fund Balance		2,499,458	926,225	3,351,485	(86,831)	(136,919)	(474,357)
Fund Balance - Beginning		8,975,052	2,949,930	3,550,003	424,215	7,791,951	561,253
Fund Balance - Ending	\$	11,474,510	\$ 3,876,155	\$ 6,901,488	\$ 337,384	\$ 7,655,032	\$ 86,896

Illinois Eastern Community Colleges						
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)						
For the Period Ended February 28, 2021						
		Working Cash	Trust & Agency	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
		Fund	Fund			
REVENUES						
Property Taxes	\$	-	\$	80,557	\$	7,103,578
Replacement Taxes		-	-	-	-	315,416
ICCB Grants		-	-	-	-	8,085,228
Federal Grants		-	-	-	-	6,099,470
Tuition & Fees		-	-	-	-	11,067,181
Charges for Services		-	21,813	-	-	1,616,395
Interest		23,481	3,873	45	5,339	191,457
Other Revenues		-	763,235	-	-	6,077,530
Total Revenues		23,481	788,921	80,602	840,440	40,556,255
EXPENDITURES						
Payroll		-	-	-	-	10,745,198
Benefits		-	-	-	62,084	2,033,676
Contractual Services		-	13,737	70,350	302,832	1,665,277
Supplies		-	90,295	-	-	3,267,861
Travel		-	772	-	-	174,556
Fixed		-	5,735	-	238,158	5,270,010
Utilities		-	-	-	-	674,998
Capital Outlay		-	84,848	-	-	982,866
Other		-	-	-	-	1,617,230
Scholarships, Student Grants, & Waivers		-	311,877	-	-	7,492,766
Total Expenditures		-	507,264	70,350	603,074	33,924,438
Excess (Deficiency) of Revenues Over (Under) Expenditures		23,481	281,657	10,252	237,366	6,631,817
TRANSFERS						
Net Transfers		-	-	-	-	-
Total Transfers		-	-	-	-	-
Net Change in Fund Balance		23,481	281,657	10,252	237,366	6,631,817
Fund Balance - Beginning		6,413,656	340,881	(9,376)	617,559	31,615,124
Fund Balance - Ending	\$	6,437,137	\$ 622,538	\$ 876	\$ 854,925	\$ 38,246,941

ILLINOIS EASTERN COMMUNITY COLLEGES			
Comparative Combined Balance Sheets - All Funds			
February 28, 2021			
		ALL FUNDS	
		Fiscal	Fiscal
		Year	Year
		2021	2020
ASSETS:			
CASH		\$ 18,957,196	\$ 12,922,851
IMPREST FUND		21,300	21,300
CHECK CLEARING		14,500	14,500
CDB PROJECT TRUST		3,782,770	152,459
INVESTMENTS		12,234,923	15,175,000
RECEIVABLES		2,627,961	2,177,225
INVENTORY		587,885	431,572
OTHER ASSETS		480,642	463,650
FIXED ASSETS (Net of Depr)		16,941,677	15,837,379
TOTAL ASSETS AND OTHER DEBITS:		\$ 55,648,854	\$ 47,195,936
LIABILITIES:			
PAYROLL DEDUCTIONS PAYABLE		\$ -	\$ -
ACCOUNTS PAYABLE		333,547	192,308
DEFERRED REVENUE		128,752	116,411
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:		24,060,953	19,736,805
FUND BALANCES:			
FUND BALANCE		31,482,226	25,278,605
INVESTMENT IN PLANT (Net of Depr)		16,941,677	15,837,379
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)		(23,598,654)	(19,428,086)
RESERVE FOR ENCUMBRANCES		6,762,652	5,771,233
TOTAL EQUITY AND OTHER CREDITS		31,587,901	27,459,131
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS		\$ 55,648,854	\$ 47,195,936

**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			
		Budget	Spent Thru February	% of Budget	Budget	Spent Thru February	% of Budget	Budget	Spent Thru February	% of Budget	% of Year
Frontier	Bills		\$ 457,926			\$ 545,809			\$ 413,062		
	Payroll		1,361,391			1,326,510			1,176,915		
	Waivers		786,378			688,827			629,375		
	Totals	\$ 4,550,604	2,605,695	57%	\$ 4,370,599	2,561,146	59%	\$ 3,899,789	2,219,352	57%	67%
Lincoln Trail	Bills		822,656			746,893			\$ 974,297		
	Payroll		1,440,119			1,414,535			1,421,347		
	Waivers		765,555			840,830			920,497		
	Totals	\$ 4,788,234	3,028,330	63%	\$ 5,365,117	3,002,258	56%	\$ 4,943,901	3,316,141	67%	67%
Olney Central	Bills		1,080,359			1,104,852			\$ 907,624		
	Payroll		2,789,653			2,860,631			2,633,947		
	Waivers		624,305			734,479			715,968		
	Totals	\$ 7,449,755	4,494,317	60%	\$ 7,669,580	4,699,962	61%	\$ 7,047,772	4,257,539	60%	67%
Wabash Valley	Bills		908,837			998,953			\$ 778,121		
	Payroll		1,903,637			1,899,433			1,828,798		
	Waivers		1,326,945			1,434,861			1,186,432		
	Totals	\$ 6,236,897	4,139,419	66%	\$ 6,449,215	4,333,247	67%	\$ 5,988,433	3,793,351	63%	67%
Workforce Educ.	Bills		183,841			166,565			\$ 120,761		
	Payroll		653,256			652,243			497,279		
	Waivers		2,024,099			1,704,070			750,011		
	Totals	\$ 4,258,339	2,861,196	67%	\$ 4,396,670	2,522,878	57%	\$ 3,349,386	1,368,051	41%	67%
District Office	Bills		225,016			210,938			\$ 186,593		
	Payroll		734,221			695,552			632,808		
	Waivers		-			-			-		
	Totals	\$ 1,519,023	959,237	63%	\$ 1,551,484	906,490	58%	\$ 1,410,117	819,401	58%	67%
District Wide	Bills		1,263,192			1,567,422			\$ 1,223,713		
	Payroll		560,037			589,283			506,808		
	Waivers		136,124			191,119			137,914		
	Totals	\$ 2,883,536	1,959,353	68%	\$ 3,107,121	2,347,824	76%	\$ 3,576,315	1,868,435	52%	67%
GRAND TOTALS		\$31,686,388	\$ 20,047,547	63%	\$ 32,909,786	\$ 20,373,805	62%	\$30,215,713	\$ 17,642,270	58%	67%

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

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

Agenda Item #14

Approval of Personnel Report

Memorandum

TO: Board of Trustees
FROM: Ryan Gower
DATE: March 12, 2021
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the March Personnel Report. Additional information for items 400.1, 400.2, 400.5, 400.6, and 400.7 have been sent under separate cover.

RKG/sc

INDEX

- 400.1. Selection of Lincoln Trail College President**
- 400.2. Change in Status**
- 400.3. Special Assignments**
- 400.4. Classification Change**
- 400.5. Resignation Ratification**
- 400.6. Amended Retirement**
- 400.7. Retirement Ratification**

PERSONNEL REPORT

400.1. Selection of Lincoln Trail College President

A. Administrative

1. Dr. Zahi Atallah, President, LTC, effective July 1, 2021.

400.2. Change in Status

A. Administrative, Exempt

1. Amber Malone, Administrative Assistant, LTC, to Associate Dean of Admissions & Records, DO, effective March 17, 2021.

B. Professional Non-Faculty, Non-Exempt

1. Justn Young, Office Assistant, FCC, to Coordinator of Financial Aid, FCC, effective March 17, 2021.

400.3. Special Assignment

A. Faculty

1. Kinsey Whitaker, Coordinator, Physical Therapy Assistant Program, WVC, \$1,500 per academic year.

B. Administrative, Non-Exempt

1. Mary Johnston, Director of Business, FCC, for building supervision, \$3,000 per fiscal year, effective March 29, 2021.

400.4. Classification Change

A. Administrative, Non-Exempt, to Administrative, Exempt

1. Mary Johnston, Director of Business, FCC, effective March 29, 2021.
2. Jamie Henry, Director of Business, LTC, effective March 29, 2021.
3. Reilly Baumgart, Director of Business, WVC, effective March 29, 2021.

400.5. Resignation Ratification

A. Professional Non-Faculty, Non-Exempt

1. Shawn Hall, Head Soccer Coach, LTC, effective February 18, 2021.

B. Classified

1. Tristan Caparas, Information Systems Technician, LTC, effective March 17, 2021.

400.6. Amended Retirement

A. Administrative

1. Michael Thomas, Dean of Workforce Education. Original retirement date was May 1, 2021. Amended retirement date is October 1, 2021.

400.7. Retirement Ratification

A. Administrative

1. Theresa Marcotte, Associate Dean of Nursing & Allied Health, OCC, effective May 16, 2021.

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment

