

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**IECC Board of Trustees Meeting**

**Tuesday, December 10, 2024**



**Location:**

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

**Meeting – 4:30 p.m.**

*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**

**Tuesday, December 10, 2024**

**4:30 p.m.**

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

- |  |                   |
|--|-------------------|
| 1. Call to Order & Roll Call   | Chairman Carter   |
| 2. Welcome from the Chair  | Chairman Carter   |
| 3. Recognition of Visitors and Guests  | President Simpson |
| 3.A. Visitors and Guests   |                   |
| 3.B. IECCEA Representative   |                   |
| 4. Public Hearing - Notice of Intent to Levy<br>Additional Tax under 110 ILCS 805/3-<br>14.3 | Chairman Carter   |
| 5. Public Hearing 2024 Tax Levy  | Chairman Carter   |
| 6. Public Comments   |                   |
| 7. Reports   |                   |
| 7.A. Trustees  |                   |
| 7.B. Chancellor  |                   |
| 7.C. Presidents & Divisions  |                   |
| 8. Approval of Consent Agenda  | Chancellor Gower  |

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16. Approval of Executive Session Minutes	Chancellor Gower	
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Chancellor Gower

19. Adjournment

**MEMORANDUM**

TO: IECC Board of Trustees  
FROM: Ryan Gower, Chancellor  
DATE: December 10, 2024  
RE: Selection and Employment (Policy 400.1)

To align with the recent shift in responsibility for securing Motor Vehicle Reports (MVR) from the Business Office to Human Resources, the Selection and Employment Policy has been updated. The revised policy now includes the receipt of an acceptable MVR as part of the background check and employment process.

The proposed revisions have been reviewed and approved by the Strategic Engagement Planning Council.

Mr. Chairman, I respectfully request that the Board waive the second reading and approve Policy 400.1 as presented.

*RG/am*  
*Attachment*

## HUMAN RESOURCES - 400

### **Selection and Employment (400.1)**

Date Adopted: February 18, 1997

Revised: July 18, 2012

Revised: May 21, 2013

Revised: August 20, 2013

Revised: November 19, 2013

Revised: March 19, 2024

Revised: TBD (Pending Board Approval)

Illinois Eastern Community Colleges (IECC) strives to recruit and hire qualified individuals who support IECC's mission. IECC complies with all federal and state non-discrimination and equal opportunity laws, orders, and regulations and adheres to Illinois' status as an "employment at-will" state.

#### Full-Time Employees

Upon recommendation by the Chancellor, applicants for employment shall be presented to the Board of Trustees for approval. A recommendation for hire will be made only after completion and receipt of an acceptable criminal background check (including a Motor Vehicle Report if position involves operating IECC-owned vehicles).

EMPLOYEES OF IECC SHALL BE AT-WILL EMPLOYEES AND EITHER THE BOARD OF TRUSTEES OR THE EMPLOYEE CAN TERMINATE THIS AT-WILL RELATIONSHIP WITH OR WITHOUT CAUSE, WITH OR WITHOUT NOTICE, AT ANY TIME, EXCEPT AS PROVIDED BY SPECIFIC CONTRACT TERMS AND ANY APPLICABLE LAWS. No supervisor, managerial employee, administrator, or representative of Illinois Eastern Community Colleges has the authority to enter into any agreement with any individual for employment for any specified period or to make any promises contrary to the employment-at-will policy. Only the Board of Trustees has such authority. Resignations and retirements by full-time employees are deemed accepted by the employee's supervisor and Chancellor at the time of receipt by the supervisor.

#### Part-Time Employees

The Board of Trustees designates only the Chancellor and the Executive Director of Human Resources the authority to employ, dismiss, or terminate part-time employees on an as-needed basis. The Chancellor and Executive Director of Human Resources may delegate authority to discipline part-time employees, and to accept letters of retirement or resignation upon their receipt by the supervisor.

A current acceptable criminal background check (including a Motor Vehicle Report if position involves operating IECC-owned vehicles) must be received and on file with the District Human Resources office prior to:

- an applicant beginning employment.
- an employee resuming work after a 12-month period of inactivity between work assignments.
- a part-time employee becoming a full-time employee when the criminal background check on file is more than 12 months old.

PART-TIME EMPLOYEES OF IECC SHALL BE AT-WILL EMPLOYEES AND EITHER THE EMPLOYER OR THE PART-TIME EMPLOYEE CAN TERMINATE THIS AT-WILL RELATIONSHIP WITH OR WITHOUT CAUSE, WITH OR WITHOUT NOTICE, AT ANY TIME. No supervisor, managerial employee, administrator, or representative of Illinois Eastern Community Colleges has the authority to enter into any agreement with any individual for employment for any specified period or to make any promises contrary to the employment-at-will policy.

#### Chancellor and College Presidents/Vice-Chancellors

The Board of Trustees shall be directly involved in the selection process for the positions of the Chancellor and the four College Presidents/Vice-Chancellors. Board members shall:

- be notified when position announcements are made;
- be notified when individuals submit applications;
- be provided the opportunity to review all applications for these positions;
- be involved directly in the selection of candidates for interviews; and
- interview the candidates at a regular or special Board meeting.

#### Select Administrative Positions

Regarding the selection process for select administrative positions, the Board of Trustees shall be:

- notified in writing as soon as appointments for interviews of candidates are made;
- provided the name(s) of the candidate(s) and the time and place of the interview(s); and
- provided application-related materials upon request.

#### Annuitants Returning to Work

Annuitants of the State Universities Retirement System who return to work for Illinois Eastern Community Colleges may not work for another employer covered by the State Universities Retirement System.

## MEMORANDUM

TO: IECC Board of Trustees  
FROM: Ryan Gower, Chancellor  
DATE: December 10, 2024  
RE: Purchasing Policy (300.14)

In alignment with IECC's policy and procedure monitoring practices, a review of Policy 300.14 and its corresponding procedure (300.14.1) was conducted. It was determined that merging the procedure into the policy would streamline and clarify the content. Key elements of the procedure were incorporated into the policy, and the procedure was subsequently approved for deletion by the Strategic Engagement Planning Council.

The proposed revisions to Policy 300.14 have also been approved by the Strategic Engagement Planning Council. I respectfully request that the Board waive the second reading and approve Policy 300.14 as presented.

RG/rh  
Attachment

## BUSINESS - 300

### **Purchasing Policy (300.14)**

Date Adopted: June 11, 1996

Revised: April 17, 2001

Revised: December 10, 2013

Revised: TBD (Pending Board Approval)

Illinois Eastern Community Colleges (IECC) is committed to ensuring all purchases and purchasing activities are conducted in a transparent, ethical, and cost-effective manner.

~~All purchases of supplies, services, equipment, and other materials will be made centrally by the Business Office, and procedures for purchasing, that comply with the Illinois Public Community College Act, will be developed and recorded in a procedure manual.~~

The District Business Office is responsible for:

- Coordinating purchasing activities within the framework of the statutes, rules and policies of the Board of Trustees, the Illinois Community College Board, and the Illinois Public Community College Act.
- Securing the District's requirements for goods and services at the lowest possible cost while ensuring that quality and service standards are satisfactorily met.
- Recommending cost reduction measures in the general operating areas of the District.
- Establishing and initiating efficient purchasing procedures consistent with statutory requirements and Board policy.

### **Conflict of Interest**

~~The Board supports a policy of not knowingly~~ IECC employees shall not knowingly entering into any purchase commitment which would ~~that may~~ result in a conflict of interest. As such, District employees shall not knowingly purchase goods or services from their immediate ~~families~~ family member (refers to a member residing in the immediate household) or from other employees except under the following conditions:

- The immediate family member does not have a substantial financial interest in the operation of the business;
- There is no other qualified or responsible provider;
- A substantial additional cost for the goods or services will be incurred if the purchase is made from another provider; **or**
- Other exceptions as approved by the Board of Trustees. In such instances, the purchasing party will so notify the Board **will be notified** in a timely manner. ~~Immediate family means living in the immediate household.~~

### **Recycled Content**

~~This policy~~ IECC does not discriminate against the procurement of **products containing** recycled content. ~~products.~~ As such, products with recycled content shall be procured wherever and whenever **practical** when costs, specifications, standards, and availability are comparable to products without recycled content.

### **Purchasing Diversity (Reference Policy 300.22)**

IECC strives to promote and encourage the continuing economic development of minority, female owned, and persons with disabilities operated businesses. As such, specific outreach efforts will be utilized to increase the use of certified vendors.

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: December 10, 2024

RE: GASB Designation of Tax Levy Year

Under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that the District's tax levy is to be recognized as income. Currently, the District levies and extends taxes based upon a calendar year. The calendar year overlaps the District's academic year and the District's fiscal year.

The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2024 will be collected late in calendar year 2025 and that income from the collection of such funds will be allocated 100% to Fiscal Year 2026 (July 1, 2025 – June 30, 2026).

I ask the Board's adoption of this resolution.

RG/akb  
Attachment

**RESOLUTION SETTING FORTH TAX LEVIES FOR 2024**

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

That the Board hereby incorporates, by reference, all prior resolutions adopted in calendar year 2024 concerning tax levies and extensions

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

The amounts set forth in the Certificate of Tax Levy 2024 for the purposes outlined below be levied on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, State of Illinois, for the year 2024 to be collected in the year 2025; and that the income from the levy for the year 2025 be allocated 100% for Fiscal Year 2026.

Taxes for:

- Educational Purposes
- Operations & Maintenance Purposes
- Special Tax
- Social Security & Medicare Purposes
- Financial Audit Purposes
- Tort Immunities Act
- Worker’s Compensation & Unemployment Purposes
- Protection, Health & Safety Purposes

Adopted this 10th day of December, A.D. 2024.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Trustees Date  
Illinois Eastern Community College District #529

ATTEST:  
\_\_\_\_\_  
Secretary, Board of Trustees Date  
Illinois Eastern Community College District #529

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: December 10, 2024

RE: Biennial Review Report 2024  
Drug-Free Schools and Communities Act

The **Drug-Free Schools and Campus Regulations**, as outlined in the Education Department General Administrative Regulations (EDGAR) Part 86.100, require that institutions of higher education, as a condition of receiving federal funds or financial assistance, certify the adoption and implementation of a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

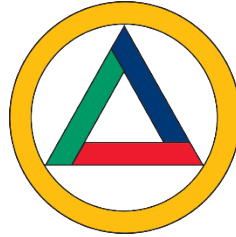
To ensure the IECC District's compliance with Part 86 regulations, the following measures are mandated:

1. **Annual Notification:** Notify each employee and student in writing of:
  - o Standards of conduct.
  - o Appropriate sanctions for violations of federal, state, and local laws and campus policies.
  - o Health risks associated with Alcohol and Other Drug (AOD) use.
  - o Available treatment programs.
2. **Distribution Method:** Develop and implement an effective method to distribute the annual notification to all students and employees.
3. **Biennial Review:** Conduct a biennial review of the effectiveness of AOD programs and the consistency of sanction enforcement.
4. **Report Maintenance:** Maintain the biennial review report on file to ensure availability for submission to the U.S. Department of Education upon request.

Attached is IECC's 2024 Biennial Review Report. I respectfully request the Board's approval of this report.

RG/sc  
*Attachment*

# Illinois Eastern Community Colleges



## 2024 Drug-Free Schools and Campuses Regulations [EDGAR Part 86] Biennial Review: Academic Years 2021-2022 and 2022-2023

Compiled by Libby McVicker  
Program Director of Grants and Compliance  
Division of Student Affairs

Completion Date: 11/22/2024

### Certification of the Biennial Review:

As Chancellor of Illinois Eastern Community Colleges, I have read this report and support the Alcohol-free/Drug-free Campus Policy and initiatives to ensure an alcohol and drug free environment at IECC. I encourage students and employees to familiarize themselves with the policy, sanctions for violations of policy and laws, prevention measures, and resources for treatment of substance abuse disorders.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## Introduction

### Background: Regulation Requirements

In accordance with the Drug-Free Schools and Campuses Regulations (*EDGAR Part 86*). Illinois Eastern Community Colleges (IECC), as an Institution of higher education (IHE) receiving federal funds or financial assistance, is required to develop and implement a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

Creating a program that complies with the regulations requires an IHE to do the following:

1. Annually notify each employee and student, in writing, of standards of conduct, a description of appropriate sanctions for violation of federal, state, and local law and campus policy, a description of health risks associated with alcohol and other drugs (AOD) use; and a description of available treatment programs.
2. Develop a sound method for distributing annual notification information to every student and staff member each year.
3. Prepare a biennial report on the effectiveness of its AOD programs and the consistency of sanction enforcement.

### Biennial Report Purpose

As noted in 3 above, this biennial report is mandated by the Drug Free Schools and Campuses Regulations (DFSCR). It offers essential information and serves as proof that the required two-year review has been conducted. The review focuses on two main objectives:

1. To determine the effectiveness of, and to implement any needed changes to, the AOD prevention program.
2. To ensure that campuses enforce the disciplinary sanctions for violating standards of conduct consistently.

### Biennial Review Process

#### Review Timeframe

Illinois Eastern Community Colleges (IECC) compiles a biennial report in even-numbered years, with the current report covering the period from August 1, 2021, through July 31, 2023. The review includes all four IECC campuses – Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College.

#### Review Process Participation

The following individuals and offices contributed information through statistics, interviews, and online resources: the Dean of Students, the Mental Health Specialist, the Information Specialist, and the Student Affairs Leadership Team.

## Report Distribution and Record Retention

The biennial report and certifying letter signed by the IECC Chancellor is maintained on file by the Director of Grants and Compliance and also available upon request. The report and all related records are retained for a minimum of three years after the fiscal year in which the report or record was created.

## AOD Prevention Program Effectiveness

### Recommendations and Goals for the Next Biennium

- Explore and target at-risk students and provide targeted education.
- Provide alcohol and other drug education, support, and accountability in an in-person and/or virtual environment.
- Increase awareness of existing AOD policy among students, faculty, and staff

## AOD Policy & Compliance

### Annual Notification

In accordance with EDGAR Part 86, IHEs must notify all students and employees annually of the following information:

1. Standards of conduct that clearly prohibit, at a minimum, the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.
2. A list of applicable legal sanctions under federal, state, or local laws for the unlawful possession or distribution of illicit drugs and alcohol.
3. A description of the health risks associated with the abuse of alcohol or use of illicit drugs.
4. A list of drug and alcohol programs (counseling, treatment, rehabilitation, and re-entry) that are available to employees or students.
5. A clear statement that the IHE will impose disciplinary sanctions on students and employees for violations of the standards of conduct and a description of those sanctions, up to and including expulsion or termination of employment and referral for prosecution.

The notification must be in writing and in a manner that ensures all students and employees receive it. In order to comply with the Drug-Free Schools and Campuses Regulations for distributing annual notification to all students and employees, the following methods have been established.

### Electronic Distribution

All students and employees are required to have an @iecc.edu email account. An email is sent to all IECC email accounts in the fall and spring semesters. with a link to the IECC website at [www.iecc.edu/drugfree](http://www.iecc.edu/drugfree). Additionally, students, employees, and the public have access on the IECC website at [www.iecc.edu/drugfree](http://www.iecc.edu/drugfree).

## Paper Distribution

These publications, which are also available in electronic format, are available in print and, at a minimum, provide a link to required information at [www.iecc.edu/drugfree](http://www.iecc.edu/drugfree). These documents can be requested in student services or from human resources staff.

- Academic catalog
- Student handbooks
- Employee handbook
- Faculty handbook

## Methods used to Promote Awareness

Additional methods of distribution and promoting awareness of AOD are as follows:

- AOD materials provided at new student orientation and throughout the semester.
- AOD materials are available in the colleges' brochure racks and in the Student Services Offices.
- Posters are displayed around the campuses concerning alcohol abuse and Illinois law.
- Distribution of brochures to refer students to a counseling agency should they need additional assistance.
- IECC offers student centers, recreation centers, fitness centers, or other alcohol-free settings.
- Alcohol-free events and activities are created and promoted at each campus.

## AOD Policies

Distributed information includes IECC policies and procedures (including standards of conduct and disciplinary sanctions for violations), federal and state legal sanctions related to AOD, AOD abuse/misuse health risks, and drug and alcohol programs available to employees and students. This information is available 24/7 on the [iecc.edu](http://iecc.edu) website and/or on the IECC Entrata portal.

## Alcohol-free/Drug-free Campus Policy (100.9)

*Date Adopted: December 19, 1989*

*Revised: November 20, 2018*

*Revised: May 16, 2023*

*In accordance with the Drug-Free Schools and Communities Act of 1989 and the Drug-Free Workplace Act of 1988, the Board of Trustees of Illinois Eastern Community Colleges (IECC) is committed to providing a college environment free of substance abuse. Measures taken in support of this commitment include: 1) Drug and alcohol abuse awareness, prevention, and treatment initiatives. 2) Prohibiting the unlawful manufacture, sale, distribution, possession, or use of alcohol and use/misuse of drugs while on IECC property or while performing/participating*

*in an IECC-sponsored/related off-site event or function. Procedures further outline expectations of employees and steps taken by IECC to ensure a workplace free of alcohol and drugs.*

### **Scope**

*This policy applies to all members of the IECC community including students, employees, and the general public (i.e., visitors, contractors, volunteers).*

### **Annual Notification**

*Students and employees are notified annually of IECC's alcohol and drug prevention measures, which include information on:*

- *Standards of conduct and sanctions for violations of this policy;*
- *Applicable federal, state, and local alcohol and drug penalties;*
- *Health risks associated with alcohol and drug abuse;*
- *Prevention and treatment resources available to students and employees.*

### **AOD (Alcohol and Other Drugs) Biennial Review**

*IECC conducts a review of its alcohol and drug program to determine effectiveness and the consistency of sanction enforcement, in order to identify and implement any necessary changes. The review is conducted in even-numbered years and focuses on the previous 2 academic years.*

### **Drug and Alcohol Violations**

#### Students

*Students in violation of this policy:*

- *may be required to seek treatment;*
- *are subject to disciplinary action per the Student Code of Conduct; and/or*
- *may be referred for criminal prosecution.*

#### Employees

*Employees in violation of this policy:*

- *may be required to seek treatment;*
- *are subject to disciplinary action, up to and including termination; and/or*
- *may be referred for criminal prosecution.*

### **Drug and Alcohol Testing**

#### Students

*Student athletes are subject to drug testing per Student-athlete Drug Abuse Policy 500.27.*

#### Employees

*Employees suspected of violating this policy are subject to alcohol and drug testing as outlined in Procedure 100.9.*

### **Inspections**

*IECC reserves the right to inspect IECC property for drugs, alcohol, or other contraband.*

### **Resources**

Information available on the IECC website at [www.iecc.edu/drugfree](http://www.iecc.edu/drugfree) will include, at a minimum: health risks associated with alcohol and drugs, state and federal drug and alcohol penalties, and prevention and treatment resources.

### **Definitions**

“Employee”, for the purpose of this policy, includes any individual (full-time or part-time) providing a service and receiving compensation from IECC. This includes, but is not limited to, faculty, staff, administrators, and student workers.

“IECC Property” means any property owned, leased, occupied, operated, or otherwise controlled by Illinois Eastern Community Colleges, including but not limited to vehicles, academic and auxiliary buildings, entrances to buildings, classrooms, laboratories, residence halls, elevators, stairwells, restrooms, roofs, meeting rooms, hallways, lobbies, conference facilities, athletic complexes, exterior open spaces, lots, driveways, loading docks, sidewalks, and walkways.

“Drugs”, for the purpose of this policy, are those substances listed in [Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. 812](#). It includes such illegal drugs as cocaine, crack, PCP, heroin, morphine, and LSD, as well as marijuana. (While Illinois law permits the authorized use of marijuana, it is not legal under federal law and classified as a Schedule 1 drug, meaning it is also prohibited on IECC property.) It also includes legal drugs that are regulated under federal law.

“Misuse of drugs”, for the purpose of this policy, is referring to prescription drugs and means:

- taking a medication in a manner or dose other than prescribed;
- taking someone else’s prescription, even if for a legitimate medical complaint such as pain; or
- taking a medication to feel euphoria (i.e., to get high).

## **Alcohol-free/Drug-free Campus: Employees & the Workplace Procedure (100.9)**

Revised: 5/4/2023

As described in policy 100.9, IECC prohibits the unlawful manufacture, sale, distribution, possession, or use of alcohol and use/misuse of drugs while on IECC property or while performing work or submitting time for IECC. This procedure provides additional information related to IECC’s expectation of employees, describes outcomes of noncompliance/suspicion of noncompliance, and includes additional guidance.

### **Expectations of Employees**

Compliance with IECC’s policy on alcohol and drugs applies to all employees (including those working remotely) and is a condition of employment. Employees are prohibited from reporting to work (on-site and off-site) under the influence of alcohol or drugs. Employees may not report to work or perform work functions if impaired by drugs or alcohol.

It is the employee’s responsibility to notify his/her supervisor or the executive director of human resources (or designee) of any prescribed medication usage that could compromise workplace

*safety or job performance; job modification or reassignment will be evaluated for the duration of treatment. Employees may be asked to produce the prescription for documentation.*

### **Violators**

*Employees found in violation of Policy 100.9 face the following:*

- Within thirty (30) days of violation (or notification of conviction) IECC will take appropriate action which may include a formal reprimand, leave of absence, or termination and/or require employee to participate satisfactorily in an approved drug abuse assistance or rehabilitation program.*
- As appropriate, the executive director of human resources will contact the proper authorities for criminal prosecution.*

### **Criminally Convicted Violators**

*Employees must notify their supervisor within five (5) days of any criminal drug statute conviction or violation. Upon receiving such report, the supervisor will contact the executive director of human resources. Pursuant to federal law, if a convicted employee is working on a project funded through a federal contract or grant, the executive director of human resources (or designee) will notify the federal contracting or granting agency within ten (10) days of receiving notification of the conviction.*

### **Suspected Violators**

*Employees have a duty to report suspected drug or alcohol use to their supervisor or the appropriate administrator. When there is a reasonable suspicion of impairment, administration will contact the Human Resources Department. At that time, if it is determined there is a reasonable suspicion of alcohol or drugs, a drug and/or alcohol test will be used to confirm or dispel such suspicion.*

### **Drug and Alcohol Testing**

*Testing and any required investigation must commence no later than eight (8) hours of the reported suspicion. The employee's supervisor or president (chancellor at the district office) should contact the human resources department for the nearest testing facility. The employee will be transported for testing; under no circumstances will the employee be allowed to drive.*

***Refusal to submit and/or confirmed violation of this policy will be grounds for immediate termination of employment.***

### **Confidentiality**

*Information and records provided to human resources relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations will be kept confidential to the extent required by law and maintained in secure files separate from standard personnel files. Such records and information may be disclosed to IECC personnel on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee.*

## **Tobacco-free/Smoke-free Campus Policy (100.15)**

*Date Adopted: December 17, 1996*

*Revised: October 15, 2013*

*Revised: September 16, 2014*

Revised: June 16, 2015

Revised: July 17, 2018

Revised: October 19, 2021

*The Board of Trustees of Illinois Eastern Community Colleges recognizes the importance of providing a healthy environment for students, staff, and the general public in compliance with the Illinois Smoke Free Campus Act (Public Act 98-0985). In addition to smoking, the District further extends the prohibition to include tobacco products and the littering of tobacco product remains or any other related tobacco waste product on District property.*

*As of July 1, 2015, smoking and the use of tobacco products is prohibited on all IECC property, both indoors and outdoors, with the only exception being persons in non-District owned or leased vehicles.*

*This policy applies to any individual on IECC property, including but not limited to students, faculty, staff, contractors, subcontractors, volunteers, members of the public, business invitees, and visitors to the college. This policy is applicable twenty-four (24) hours a day, seven (7) days a week and will be communicated to all through conspicuous signage. Maps depicting the locations where smoking and tobacco use are prohibited will be posted on the IECC website. Students in violation of this policy shall be subject to the sanctions described in the Student Code of Conduct; all others shall be subject to appropriate disciplinary action.*

### **Definitions**

*“Smoking” means (1) lighting or burning any type of matter or substance that contains tobacco, including but not limited to cigarettes, cigars, cigarillos, pipes, beedies, kreteks, water pipes, bong, and hookahs; (2) lighting or burning of non-tobacco plants or marijuana (including medical marijuana); and (3) using electronic cigarettes, electronic vaporizing devices, personal vaporizers, or electronic nicotine delivery systems, or any electronic inhaler that is meant to simulate and substitute for tobacco smoking.*

*“Tobacco Products” means all forms of tobacco, including but not limited to cigarettes, cigars, cigarillos, smokeless tobacco, snuff, chewing tobacco, or any other similar tobacco product.*

*“IECC Property” means any property owned, leased, occupied, operated or otherwise controlled by Illinois Eastern Community Colleges, including but not limited to vehicles, academic and auxiliary buildings, entrances to buildings, classrooms, laboratories, residence halls, elevators, stairwells, restrooms, roofs, meeting rooms, hallways, lobbies, conference facilities, athletic complexes, exterior open spaces, lots, driveways, loading docks, sidewalks, and walkways, and as further set forth on the Tobacco-Free Campus Map for each college.*

### **Tobacco-free/Smoke-free Campus Procedure (100.15)**

*Date Adopted: June 3, 2015*

*Illinois Eastern Community Colleges (IECC) recognizes the importance of providing a healthy environment for students, staff, and the general public in compliance with the Illinois Clean Indoor Air Act and the Smoke Free Campus Act.*

*Enforcement of the Tobacco Free Campus Policy is the responsibility of each employee of IECC. Administration, faculty, staff, students, and volunteers are expected to enforce the policy in all facilities and during all sponsored activities. Administration, faculty, staff, students, and*

volunteers are also expected to assume leadership roles by adhering to the policy provisions and by reminding, in a consistent and civil way, those who aren't in compliance of the policy provisions.

In the event an individual does not respond to the smoke free campus reminder, IECC employees will assist in the enforcement of the Tobacco Free Campus Policy by reporting repeated violations to the appropriate body, as described below.

- A. Administration/Staff -Volunteers– Violations of the policy regarding administration/staff will be directed and handled by the immediate supervisor.
- B. Faculty – Violations of the policy regarding faculty will be directed and handled by the appropriate Dean.
- C. Students – Violations of the policy regarding students will be handled in accordance with the Student Conduct Policy (500.8).
- D. Contractors/Vendors/Visitors and Affiliates – Violations of the policy regarding contractors, vendors, visitors, or other affiliates will be directed to the President or Dean at the College or the Chief Executive Officer at the District Office. If they do not comply, they will be asked to leave the campus.

### Student Conduct Policy (500.8)

Date Adopted: December 19, 1989

Revised: February 21, 2006

Revised: October 19, 2021

Illinois Eastern Community Colleges is committed to the personal growth, integrity, freedom of civility, respect, compassion, health, and safety of its students, employees, and community. To accomplish this commitment, IECC is dedicated to providing an environment that is free from discrimination, harassment, retaliation, and harmful behavior that hinders students, employees, or community members from pursuing IECC education or services. IECC has established the [Student Code of Conduct](#) (SCC) to communicate its expectations of students and to ensure a fair process for determining responsibility and appropriate sanctions when a student's behavior deviates from those expectations. IECC sanctions are independent of other sanctions that may be imposed by other agencies as a result of civil or criminal prosecution.

Students, through the act of registration at Illinois Eastern Community Colleges, obligate themselves to obey all rules and regulations published in the college catalog, program and student handbooks, and/or on the website.

Note that the Student-athlete policy and procedure pertain to athletes only and is not distributed as part of the AOD Annual Notice, but is available in the Student-athlete Handbook and on the website.

### Student-athlete Drug Abuse Policy (500.27)

Date Adopted: July 16, 2014

Revised: March 21, 2017

Revised: June 20, 2017

Revised: May 15, 2018

Revised: February 16, 2021

Revised: April 25, 2023

*This policy further reinforces Illinois Eastern Community College's stance on maintaining a drug-free environment by expanding prevention initiatives within its athletic programs. IECC understands the added pressures that can arise for participants of competitive sports and recognizes its responsibility to ensure student-athletes are educated on the physiological, physical, and psychological dangers inherent in the misuse of drugs and alcohol.*

*This comprehensive program, which includes educational, screening, and rehabilitative components, will facilitate informed and intelligent decision-making among student-athletes by:*

- 1. Educating individuals on the dangers of substance abuse and use.*
- 2. Preventing and deterring illegal drug use and abuse.*
- 3. Developing consistent sanctions should a student-athlete test positive.*
- 4. Promoting the positive role student-athletes have in our communities.*
- 5. Identifying problems with drug abuse at its earliest stages.*

*Further, IECC believes drug testing of student-athletes is an appropriate measure to take to prevent drug use and abuse and has enacted a student-athlete drug testing program; Procedure 500.27 outlines this program.*

## **Drug Testing of Student-athletes Procedure (500.27)**

*Effective date: 7/16/2014*

*Revised: 3/21/2017*

*Revised: 6/7/2017*

*Revised: 4/4/2023*

*This procedure outlines IECC'S drug testing program of student-athletes.*

### **Types of Testing**

- 1. Random Testing. A minimum of 20% of each athletic team will be subjected to random drug testing at some point during the calendar athletic year. The process for random testing follows.*
  - At the conclusion of the 10-day enrollment period of each fall semester, Athletic Directors will submit a roster for each sport, on their respective campuses, to the Compliance Coordinator.*
  - Throughout the year, all roster changes shall be reported to the Compliance Coordinator to ensure all athletes are a part of the random drawing every time. Conceivably, the same name could be picked from an athletic team on every testing date.*
  - From the rosters supplied, the Compliance Coordinator will then determine how many student-athletes will be tested from each sport on each campus. 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.*

- *There will be several random test dates, as determined by the Compliance Coordinator, spread throughout the calendar athletic year (beginning of September through the end of April).*
  - *Approximately 2-3 days in advance of testing, the Athletic Directors will be notified of:*
    - *the testing date;*
    - *number of student-athletes to be tested; and*
    - *from which sports the names should be pulled.*
  - *Athletic Directors will coordinate the name drawing and test administration.*
2. *Reasonable Suspicion Testing. Reasonable suspicion testing is performed to protect the health of the student-athlete, the health of others, and 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 (as defined by the [NCAA](#)). 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 Testing. A student-athlete that has tested positive in a previous test will be subject to follow-up testing and will incur the cost of the test.*
4. *Re-entry testing. A student-athlete who has had his/her eligibility to participate in sports suspended as a result of a positive drug test will need to provide a negative sample in order to be released from administrative sanctions. This will be a random sample that will be provided upon request.*

### **Testing Protocol**

1. *Testing will be conducted at:*
  - *Fairfield Memorial Hospital*
  - *Wabash Valley Occupational Health and Acute Care (Robinson)*
  - *Carle Richland Memorial Hospital (Olney)*
  - *Wabash General Hospital (Mt. Carmel)*
2. *A Coach or Athletic Director will accompany the student-athletes to the appropriate testing facility.*
3. *Student-athletes must provide photo ID. (Alternate ID verification method may be used if a photo ID is not available).*
4. *A student-athlete will not be allowed to leave the testing site until a suitable sample has been provided.*
5. *Failure to appear is treated as a positive test and results in the applicable sanctions.*
6. *Each facility will follow its established testing protocol for sample retrieval and maintain chain of custody according to its policy and procedures.*
7. *Names of the student-athletes and test results shall be submitted to the Compliance Coordinator upon test completion.*

### **Positive Test Results**

A positive test will result in the following sanctions. Suspensions associated with positive test results will be cited as a "violation of team rules."

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. Student-athlete will be required to inform his/her parents of the positive test in the presence of the Athletic Director & Coach.
3. Student-athlete will complete 20 hours of community service, as documented by the Athletic Director and Coach. The community service must be completed before reinstatement to the team is allowed.
4. 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. Student-athlete will be required to inform his/her parents of the positive test in the presence of the Athletic Director & Coach.
3. 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. Suspension will be for consecutive games immediately following notification of a positive test. If there are not enough games remaining, the suspension will carry over to the next season for returning athletes.
4. Student-athlete will complete 40 hours of community service, as documented by the Athletic Director and Coach. The community service must be completed before reinstatement to the team is allowed.
5. 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. Student-athlete will be suspended from the team indefinitely.
2. Student-athlete will surrender their athletic aid.
3. Student-athlete will be able to complete their education, but at **their own expense**.

**Referral for Drug Counseling Assessment**

Following a positive drug test finding, the student-athlete shall be referred for substance abuse assessment and possible treatment plan.

**Self-referral Program**

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.

1. Student-athlete may not initiate self-referral after he/she has been informed of their participation in an impending test.

2. *Student-athlete cannot enter the self-referral program after a positive test. This includes the entire time of athletic eligibility at an IECC institution.*
3. *A treatment plan will be determined and put in place for the student-athlete.*
4. *Student-athlete will be tested randomly while in the self-referral program. Costs of the subsequent random tests will be the sole responsibility of the student-athlete.*
5. *A student-athlete testing positive on the initial test after entering this program will not be subject to applicable positive testing sanctions. However, a positive test in subsequent tests or failure to adhere to the treatment program will result in sanctions applicable for a 2<sup>nd</sup> positive test.*

### **Appeal Process**

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

- *Athletic Director*
- *Dean of Instruction*
- *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 hearing shall take place within 72 hours of receiving the request for appeal. Sanctions that typically result from a positive test will not commence, awaiting a decision by the committee. In the event the athlete's appeal is accepted, no further action need be taken. Appropriate sanctions will apply if the committee upholds the results of the test.*

*The decision of the committee is final based on a majority vote and is 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-athlete's 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.*

## **AOD Compliance Resources**

### **Legal Sanctions**

#### **Legal Sanctions Under State Law**

#### **Illinois Sanctions For Violation of Alcohol Control Statutes**

235 Illinois Compiled Statutes 5/6-20

- A. Class A Misdemeanor - unlawful use of a identification card
- B. Class 4 Felony - fictitious or unlawfully altered identification card
- C. Class 4 Felony - fraudulent identification card

- D. Class B Misdemeanor to possess or sell alcohol if you are under 21.\*
- E. Class A Misdemeanor to sell, give, or deliver alcohol to individuals under 21 years of age. Local ordinances may also be enforced.

Class A Misdemeanors are punishable with a fine of \$1 to \$2,500 and up to 1 year in the county jail.

Class B Misdemeanors are punishable with a fine of \$1 to \$1,500 and up to 6 months in the county jail.

- These violations may also result in one's driver's license being administratively revoked or suspended by the Illinois Secretary of State's office.

### **Illinois Sanctions For Driving Under The Influence**

625 Illinois Compiled Statutes 5/11-501

- A. Driving while under the influence of alcohol, other drug or drugs, intoxicating compound or compounds or any combination thereof
  - a. First Conviction
    - i. Minimum of one-year loss of full driving privileges
    - ii. Possible imprisonment for up to one year
    - iii. Maximum fine of \$2,500
  - b. Second Conviction
    - i. Minimum five-year loss of full driving privileges for a second conviction in a 20-year period
    - ii. Mandatory five days imprisonment or 240 hours of community service
    - iii. Possible imprisonment for up to one year
    - iv. Maximum fine of \$2,500
  - c. Third Conviction - Class 2 Felony
    - i. Minimum ten-year loss of full driving privileges
    - ii. Mandatory 18-30 month periodic imprisonment
    - iii. Possible imprisonment for up to seven years
    - iv. Maximum fine of \$25,000
  - d. Aggravated DIU - Class 4 Felony (following a crash resulting in great bodily harm or permanent disfigurement)
    - i. Minimum of one-year loss of full driving privileges
    - ii. Mandatory ten days imprisonment or 480 hours of community service
    - iii. Possible imprisonment for up to twelve years
    - iv. Maximum fine of \$25,000
- B. Other alcohol offenses
  - a. Providing alcohol to a person under age 21
    - i. Possible imprisonment for up to one year
    - ii. Maximum fine of \$2,500

- b. Illegal transportation of an alcoholic beverage
  - i. Maximum fine of \$1,000
  - ii. Point-assigned violation will be entered on drivers record
  - iii. Drivers license suspension for a second conviction in a 12 month period
- c. Knowingly permitting a driver under the influence to operate a vehicle
  - i. Possible imprisonment for up to one year
  - ii. Maximum fine of \$2,500
- d. Summary Suspension
  - i. First offense
    - 1. A chemical test indication a BAC of .08 or greater results in a mandatory six-month drivers license suspension
    - 2. Refusal to submit to a chemical test(s) results in a twelve-month suspension
  - ii. Subsequent offenses
    - 1. A chemical test indicating a BAC of .08 or greater results in a mandatory one-year drivers license suspension
    - 2. Refusal to submit to a chemical test(s) results in a three-year license suspension

### **Illinois Penalties For Drinking and Driving Under Age 21**

- A. Driving while under the influence of alcohol, other drug or drugs, intoxicating compound or compounds or any combination thereof
  - a. First Conviction
    - i. Minimum of two-year loss of full driving privileges
    - ii. Possible imprisonment for up to one year
    - iii. Maximum fine of \$2,500
  - b. Second Conviction
    - i. Minimum five-year loss of full driving privileges for a second conviction in a 20-year period
    - ii. Mandatory five days imprisonment or 240 hours of community service
    - iii. Possible imprisonment for up to one year
    - iv. Maximum fine of \$2,5000
  - c. Third Conviction – Class 2 Felony
    - i. Minimum ten-year loss of full driving privileges
    - ii. Mandatory 18-30 month periodic imprisonment
    - iii. Possible imprisonment for up to seven years
    - iv. Maximum fine of \$25,000
  - d. Aggravated DUI – Class 4 Felony (following a crash resulting in great bodily harm or permanent disfigurement)
    - i. Minimum of one-year loss of full driving privileges
    - ii. Possible imprisonment for up to twelve years

- iii. Maximum fine of \$25,000
- B. Other alcohol offenses
  - a. Illegal transportation of an alcoholic beverage
    - i. Maximum fine of \$1,000
    - ii. Drivers license suspended for first conviction
    - iii. Drivers license revoked for a second conviction
  - b. Summary Suspension
    - i. First offense
      - 1. A chemical test indication a BAC of .08 or greater results in a mandatory six-month drivers license suspension
      - 2. Refusal to submit to a chemical test(s) results in a twelve-month suspension
    - ii. Subsequent offenses
      - 1. A chemical test indicating a BAC of .08 or greater results in a mandatory one-year drivers license suspension
      - 2. Refusal to submit to a chemical test(s) results in a three-year license suspension
- C. The Zero Tolerance Law provides that minors can have their driving privileges suspended even if they're not intoxicated at the .08 level. The following table shows the length of time your driving privileges may be suspended under the Zero Tolerance Law (for BAC of .01 or greater) and DUI Laws (for BAC of .08 or greater). The loss of driving privileges is greater if you refuse to take a sobriety test.

	Under Zero Tolerance Law		Under DUI Laws	
		If test refused		If test refused
<b>1st Violation</b>	3 months	6 months	6 months	12 months
<b>2nd Violation</b>	1 year	2 years	1 year	3 years

**Effect on Driving Record**

- Zero tolerance (BAC of .01 or greater) – except during suspension period, not on public driving record as long as there is no subsequent suspension.
- DUI conviction (BAC of .08 or greater) – Permanently on public driving record

\* Under certain conditions, you may be charged with DUI even though your BAC is below .08.

Except during suspension period, violation is not on public driving record as long as there is no subsequent suspension permanently on public driving record.

**State of Illinois Statutory Provisions For Illegal Drugs Manufacture or Delivery**

	<b>Manufacture or Delivery (720 Illinois Compiled Statutes 570/401)</b>					<b>Possession (720 ILCS 570/402)</b>
<b>Illegal Drugs</b>	Class X Felony	Class 1 Felony	Class 2 Felony	Class 3 Felony	Class 1 Felony	Class 4 Felony
	6 to 30 years not more than \$500,000 fine	4 to 15 years not more than \$250,000 fine	3 to 7 years not more than \$200,000 fine	2 to 5 years not more than \$150,000 fine	4 to 15 years not more than \$20,000 fine	1 to 4 years not more than \$15,000 fine
<b>Heroin</b>	15 grams or more	10-14 grams	10 grams or less		15 grams or more	less than 15 grams
<b>Cocaine</b>	15 grams or more	1-14 grams	1 gram or less		15 grams or more	less than 15 grams
<b>Morphine</b>	15 grams or more	10-14 grams	10 grams or less		15 grams or more	less than 15 grams
<b>Peyote</b>	200 grams or more	50-199 grams		50 grams or less	200 grams or more	less than 200 grams
<b>Barbiturates</b>	200 grams or more	50-199 grams		50 grams or less	200 grams or more	less than 200 grams
<b>Amphetamines</b>	200 grams or more	50-199 grams		50 grams or less	200 grams or more	less than 200 grams
<b>Lysergic Acid (LSD)</b>	15 grams or more	5 to 14 grams or hits		5 grams or less	15 grams or more	less than 15 grams
<b>Petazocine</b>	30 grams or more	10 to 29 grams		10 grams or less	30 grams or more	less than 30 grams
<b>Methaqualone</b>	30 grams or more	10 to 29 grams		10 grams or less	30 grams or more	less than 30 grams
<b>Phencyclidine</b>	30 grams or more	10 to 29 grams		30 grams or less	30 grams or more	less than 30 grams
<b>Ketamine</b>	30 grams or more	11 to 30 grams		less than 10 grams	30 grams or more	less than 30 grams
<b>GHB</b>	200 grams or more	50 to 200 grams		less than 50 grams	200 grams or more	less than 200 grams
<b>Ecstasy</b>	200 grams or more	50 to 199 grams		50 grams or less	200 grams or more	less than 200 grams

Note: Second Offense, double jail sentence and fine. This chart gives examples of the penalties which may be imposed on individuals convicted of drug possession, manufacturing, or delivery. The circumstances of the case and other factors affect whether or not these are the actual penalties imposed.

### **Possession (720 Illinois compiled Statutes 550/4)**

During the 2016 summer, the Illinois Cannabis Control Act was amended making:

- Possession of 10 grams or less of cannabis a civil law violation punishable by a minimum fine of \$100 and a maximum fine of \$200.
- Possession of any drug paraphernalia seized during the arrest for possession of 10 grams or less of cannabis a civil law violation punishable by a minimum fine of \$100 and a maximum fine of \$200.
- Unlawful use of cannabis-based product manufacturing equipment punishable as a Class 2 felony.
- Unlawful for a person to drive or be in actual physical control of any vehicle, snowmobile, or watercraft within Illinois when the person has, within 2 hours thereof, a tetrahydrocannabinol (THC) concentration in the person's whole blood or other bodily substance of 5 nanograms or more of delta-9-tetrahydrocannabinol per milliliter of whole blood or 10 nanograms or more of delta-9-tetrahydrocannabinol per milliliter of other bodily substance from the unlawful consumption of cannabis (rather than a cannabis THC concentration in any amount).

Marijuana possession greater than 10 grams maintains its original scheduling and classification.

Class A Misdemeanor: between 10-30 grams, \$1,000 fine and/or one year in jail.

Class 4 Felony: between 30-500 grams, 1-3 years in jail and/or \$10,000 fine.

Class 3 Felony: over 500 grams, 2-5 years in jail and/or fine not to exceed \$50,000.

### **Marijuana Sale or Delivery (720 Illinois Compiled Statutes 550/5)**

Class B Misdemeanor: 2.5 grams or less, \$500 fine and/or six months in jail

Class A Misdemeanor: 2.5-10 grams or less, \$1,000 fine and/or one year in jail

Class 4 Felony: between 10-30 grams, 1-3 years in jail and/or \$10,000 fine

Class 3 Felony: between 30-500 grams, 2-5 years in jail and/or fine not to exceed \$50,000

Class 2 Felony: 500 or more grams, 3-7 years in jail and/or fine not to exceed \$100,000

### **Legal Sanctions Under Federal Law**

#### **Federal Drug Laws**

The possession, use, or distribution of illicit drugs, including any form of marijuana or cannabis, is prohibited by federal law. As per the Federal Drug Free Workplace Act, the Drug Free Schools and Campuses Act, until otherwise classified or scheduled, all forms of marijuana use, including medicinal marijuana, are to be considered illegal on all campus property, and during all official university sponsored events and activities. Strict penalties are enforced for drug convictions, including mandatory prison terms for many offenses. The following information, although not complete, is an overview of federal penalties for first convictions. All penalties are doubled for any subsequent drug conviction.

### **Forfeiture of Personal Property and Real Estate (21 USC 853)**

Any person convicted of a federal drug offense punishable by more than one year in prison shall forfeit to the United States any personal or real property related to the violation, including houses, cars, and other personal belongings. A warrant of seizure is issued and property is seized at the time an individual is arrested on charges that may result in forfeiture.

### **Federal Drug Trafficking Penalties (21 USC 841)**

Penalties for federal drug trafficking convictions vary according to the quantity of the controlled substance involved in the transaction. The following list is a sample of the range and severity of federal penalties imposed for first convictions. Penalties for subsequent convictions are twice as severe.

If death or serious bodily injury result from the use of a controlled substance which has been illegally distributed, the person convicted on federal charges of distributing the substance faces mandatory life sentence and fines ranging up to \$8 million.

Persons convicted on federal charges of drug trafficking within 1,000 feet of a University (21 USC 845a) face penalties of prison terms and fines which are twice as high as the regular penalties for the offense, with a mandatory prison sentence of at least 1 year.

<b>Drug/Substance</b>	<b>Amount</b>	<b>Penalty - 1st Conviction</b>
Barbiturates	Any amount	Up to 5 years prison. Fine up to \$250,000
Cocaine	5 kgs. or more	Not less than 10 years prison, not more than life. Fine up to \$4 million
	Less than 100 grams	10-63 months prison. Fine up to \$1 million
Crack Cocaine	50 grams or more	Not less than 10 years prison, not more than life. Fine up to \$4 million
	5-49 grams	Not less than 5 years prison, not more than 40 years. Fine up to \$2 million
	5 grams or less	10-63 months prison. Fine up to \$1 million
Ecstasy	Any amount	Up to 20 years imprisonment. Fine up to \$1 million. 3 years of supervised releases (following prison)
GHB	Any amount	Up to 20 years imprisonment. Fine up to \$1 million. 3 years of supervised releases (following prison)
Hashish	10-100 kg	Up to 20 years imprisonment. Fine up to \$1 million.
	10 kg or less	Up to 5 years imprisonment. Fine up to \$250,000
Hash Oil	1-100 kg	Up to 20 years imprisonment. Fine up to \$1 million.
	1 kg or less	Up to 5 years imprisonment. Fine up to \$250,000
Heroin	1 kg or more	Not less than 10 years prison, not more than life. Fine up to \$4 million

	100-999 grams	Not less than 5 years prison, not more than 40 years. Fine up to \$2 million
	100 grams or less	10-63 months prison. Fine up to \$1 million
Ketamine	Any amount	Up to 5 years imprisonment. Fine up to \$250,000. 2 years supervised release
LSD	10 grams or more	Not less than 10 years prison, not more than life. Fine up to \$4 million
	1-10 grams	Not less than 5 years prison, not more than 40 years. Fine up to \$2 million
Marijuana	1000 kg or more	Not less than 10 years prison, not more than life. Fine up to \$4 million
	100-999 kg	Not less than 5 years prison, not more than 40 years. Fine up to \$2 million
	50-99 kg	Up to 20 years imprisonment. Fine up to \$1 million
	50 kg or less	Up to 5 years imprisonment. Fine up to \$250,000
Methamphetamine	50 grams or more	Not less than 10 years prison, not more than life. Fine up to \$4 million
	10-49 grams	Not less than 5 years prison, not more than 40 years. Fine up to \$2 million
	10 grams or less	10-21 months prison. Fine up to \$1 million
PCP	100 grams or more	Not less than 10 years prison, not more than life. Fine up to \$4 million
	10-99 grams	Not less than 5 years prison, not more than 40 years. Fine up to \$2 million
	10 grams or less	10-21 months prison. Fine up to \$1 million
Rohypnol	1 gram or more	Up to 20 years imprisonment. Fine up to \$1 million
	less than 30 mgs	Up to 5 years imprisonment. Fine up to \$250,000

### **Federal Drug Possession Penalties (21 USC 844)**

Persons convicted on Federal charges of possessing any controlled substance face penalties of up to 1 year in prison and a mandatory fine of no less than \$1,000 up to a maximum of \$100,000. Second convictions are punishable by not less than 15 days but not more than 2 years in prison and a minimum fine of \$2,500. Subsequent convictions are punishable by not less than 90 days but not more than 3 years in prison and a minimum fine of \$5,000. Possession of drug paraphernalia is punishable by a minimum fine of \$750.

Special sentencing provisions for possession of crack cocaine impose a mandatory prison term of not less than 5 years but not more than 20 years and a fine up to \$250,000, or both if:

- A. It is a first conviction and the amount of crack possessed exceeds 5 grams;
- B. It is a second conviction and the amount of crack possessed exceeds 3 grams;
- C. It is a third or subsequent crack conviction and the amount exceeds 1 gram.

Civil penalties of up to \$10,000 may also be imposed for possession of small amounts of controlled substances, whether or not criminal prosecution is pursued.

## Health Risks

Drugs and alcohol can have severe adverse effects on both your physical and mental well-being. Physically, they can damage vital organs such as the liver, heart, and brain, leading to long-term health problems like liver disease, cardiovascular issues, and neurological damage. Substance abuse impairs your judgment, coordination, and reaction time, increasing the risk of accidents and injuries. Mentally, drugs and alcohol can lead to addiction, which disrupts your daily life and relationships, creating a cycle of dependency that is difficult to break. They can also contribute to mental health disorders such as depression, anxiety, and paranoia, further compounding the negative impact on your life. Knowing the risks can help reduce the potential harms you experience.

Short and Long-Term Effects of Commonly Abused Drugs			
Substance (Click on the name to learn more)	Common Street Names	Short-Term Health Risks	Long-Term Health Risks
<a href="#">Alcohol</a>		Impaired judgment and coordination, slurred speech and drowsiness, Nausea and vomiting, blackouts and memory loss, mood swings and aggression	Liver damage, cardiovascular problems, addiction and dependence, brain damage and cognitive decline, mental health disorders, social and relationship issues
<a href="#">Amphetamines</a>	Bennies, Black Beauties, Meth, Crank, Ice, Speed, Uppers	Increased blood pressure and pulse rates, insomnia, loss of appetite, and physical exhaustion	Dependence and withdrawal, mood disorders, memory and learning problems, brain damage, hearts problems, damage to blood vessels, dental problems, skin sores
<a href="#">Barbiturates</a>	Barbs, Block Busters, Christmas Trees, Reds & Blues, and Yellow Jackets	Slurred speech, loss of motor coordination, confusion, respiratory depression	Dependence and severe withdrawal, memory and learning problems, liver damage, respiratory problems
<a href="#">Cocaine</a>	Blow, Coca, Coke, Crack, Crank, Flake, Rock, Snow, Soda Cot	Elevated heart rate, heightened levels of restlessness and agitation, decreased appetite, dilated pupils	Cognitive impairment, mood disorders, heart damage, stroke risk, lung damage, skin sores, cocaine bugs, kidney damage, bowel gangrene
<a href="#">Ecstasy/MDMA</a>	Adam, Beans, Clarity, Eve, Go, X	Muscle tension, tremors, involuntary teeth clenching, muscle cramps, nausea,	Mood disorders, cognitive impairment, emotional instability, sleep disturbances, serotonin system damage, neurotoxicity, cardiovascular

## Short and Long-Term Effects of Commonly Abused Drugs

Substance (Click on the name to learn more)	Common Street Names	Short-Term Health Risks	Long-Term Health Risks
		faintness, chills, sweating, and blurred vision	issues, liver damage, dental problems, dependence and withdrawal
<a href="#">Fentanyl</a>	Apache, China Girl, China Town, Dance Fever, Friend, Goodfellas, Jackpot, King Ivory, Murder 8	Confusion, drowsiness, dizziness, nausea, vomiting, urinary retention, pupillary constriction, respiratory depression.	High potential for addiction, changes in pupillary size, heart problems, cognitive impairment, mental health disorders, immune system impact, respiratory failure
<a href="#">GHB - Gamma-Hydroxybutyric Acid</a>	Easy Lay, G, Georgia Home Boy, GHB, Goop, Grievous Bodily Harm, Liquid Ecstasy, Liquid X, Scoop	Drowsiness, decreased anxiety, confusion, memory impairment, visual hallucinations, excited and aggressive behavior, Unconsciousness, seizures, slowed heart rate, greatly slowed breathing, lower body temperature, vomiting, nausea, coma	Dependence and withdrawal, Insomnia, anxiety, tremors, increased heart rate and blood pressure, occasional psychotic thoughts
<a href="#">Heroin</a>	Big H, Black Tar, Chiva, Hell Dust, Horse, Negra, Smack, and Thunder	Drowsiness, respiratory depression, constricted pupils, nausea, a warm flushing of the skin, dry mouth, heavy extremities	Dependence and withdrawal, heart problems, collapsed veins, respiratory issues, liver damage, kidney issues, constipation, skin infections and abscesses, memory and learning problems, mood disorders, psychosis
<a href="#">Ketamine</a>	Cat Valium, Jet K, Kit Kat, Purple, Special K, Super Acid, Super K, and Vitamin K	Agitation, depression, cognitive difficulties, unconsciousness, amnesia, increase in heart rate and blood pressure	Dependence and withdrawal, cognitive impairment, bladder damage, kidney issues, mood disorders, gastro issues, respiratory problems
<a href="#">LSD</a>	Acid, Blotter Acid, Dots, Mellow Yellow, Window Pane	Hallucinations, altered perception, distorted thinking, dilated pupils, increased heart rate and blood pressure,	Visual distortions, flashbacks, mood disorders, psychosis, impaired cognitive functioning

## Short and Long-Term Effects of Commonly Abused Drugs

Substance (Click on the name to learn more)	Common Street Names	Short-Term Health Risks	Long-Term Health Risks
		sweating, tremors, nausea and vomiting	
<a href="#">Marijuana/ Cannabis</a>	Dope, Doobie, Grass, Hash, Joint, Mary Jane, Pot, Reefer, Roach, Smoke, Weed	Problems with memory and learning, distorted perception, difficulty in thinking and problem solving, loss of coordination, increased appetite and heart rate, anxiety and paranoia, dry mouth, red eyes	Dependence and withdrawal, mental health risks, impaired academic and career performance, respiratory issues, cognitive decline
<a href="#">Methamphetamine</a>	Bikers Coffee, Black Beauties, Chalk, Crank, Crystal, Glass, Meth, Poor Man's Cocaine	Increased heart rate and blood pressure, hyperactivity and restlessness, dilated pupils, dry mouth, aggression, paranoia, hallucinations and psychosis	Highly addictive, severe dental problems, weight loss and malnutrition, skin sores and infections, cognitive decline, cardiovascular damage, mental health disorders, liver/kidney/lung damage
<a href="#">Morphine</a>	Dreamer, Emsel, First Line, M.S., Mister Blue, Morf, Morpho, and Unkie	Drowsiness and sedation, respiratory depression, nausea and vomiting, constipation, itching and flushing, constriction of pupils	Dependence and withdrawal, highly addictive, cognitive impairment, respiratory issues, gastro issues, hormonal imbalance, weakened immune system
<a href="#">Steroids</a>	Arnolds, Juice, Pumpers, Roids, Stackers, and Weight Gainers	Increased muscle mass and strength, mood changes, acne and oily skin, fluid retention, hair loss	Heart disease, high blood pressure, stroke, liver and kidney damage, hormonal imbalances, depression, anxiety, increased risk of suicide, can lead to development of breast tissue in men and masculinization in women, weakened immune system

## Prevention and Treatment Resources

- [Illinois Dept of Human Services, Division of Alcoholism and Substance Abuse](#)
- Illinois Dept of Human Services Helpline for Information and Referral Services (800-843-6154)
- [Alcoholics Anonymous](#)
- [Alcoholics Anonymous in Southern Illinois](#)
- [Narcotics Anonymous](#)
- [Wabash Community Health Center](#), Mt. Carmel (618-263-4970)
- Egyptian Public and Mental Health, Carmi (618-382-7311)
- [Jasper County Health Department](#), Newton (618-783-4154)
- Jefferson County Comprehensive Services, Mt. Vernon (618-242-1546)
- [Lawrence County Health Department](#), Lawrenceville (618-943-3754)
- [Recovery.org](#)
- [TimelyCare](#)
- [ACI's Employee Assistance Program](#) (Employee's only)

MEMORANDUM

TO: Board of Trustees  
FROM: Dr. Ryan Gower  
DATE: December 10, 2024  
RE: Lawrence County Memorial Hospital Facility Use Agreement

The following Agreement with Lawrence County Memorial Hospital will allow Associate in Applied Science students in Radiography to use compliant radiology rooms, and energized radiography equipment in a laboratory setting.

Access to an energized laboratory will allow students to get hands on experience in a laboratory setting. This access will significantly improve the preparation of Radiography students and enhance program outcomes.

I ask the Board's acceptance of the Facility Use Agreement for the Radiography program and Lawrence County Memorial Hospital.

RG/sc

## Facility Use Agreement

This Facility Use Agreement (“**Agreement**”) is made and entered into on the date of the last signature below, (the “**Effective Date**”) by and between Illinois Eastern Community Colleges – Olney Central College (“**Licensee**”) and Lawrence County Memorial Hospital (hereinafter referred to as “**Agency**”). Unless the context of the sentence would provide a different interpretation, Agency and Licensee may be collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

**WHEREAS**, Agency provides, among other things, (i) high quality, cost efficient and effective care to patients, and (ii) promotes the training of individuals interested in a career in healthcare;

**WHEREAS**, Licensee is a local community college district in Olney, Illinois, that offers training in various programs, including a degree in radiography (X-Ray);

**WHEREAS**, Licensee is desirous of utilizing a compliant radiology room with active equipment for the purposes of completing simulations by Licensee’s students (“**Students**”);

**WHEREAS**, Agency owns and operates a certain healthcare facility that contains a radiology department with appropriate equipment to complete such simulations;

**WHEREAS**, Agency desires to permit Licensee to use and Licensee agrees to use such Lease Space (as defined below) for furtherance of the training of its Students in accordance with the terms and conditions herein;

**NOW, THEREFORE**, In consideration of the mutual covenants and conditions contained herein, and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Leased Space**. Agency hereby grants permission to Licensee to use certain rooms/area located at Agency’s (“**Facility**”), specifically the energized radiology room and a small storage area as designated by Agency from time to time to hold simulation equipment (“**Leased Space**”) for the following event (“**Event**”):

Event Description: Licensee to host simulation lab classes utilizing Agency’s radiology equipment for its Students

Blocks of Time: On a schedule mutually agreeable by the Parties and communicated 30 days in advance. As of the Effective Date, the intended use is up to one (1) day per week for a period of up to seven (7) hours.

Event shall only occur during Agency’s normal business hours.

During the Event, Agency shall provide use of certain common areas at the Facility such as restroom, access ways to enter into the Leased Space and parking spaces for Licensee and its agents, representatives, and invitees. Agency reserves the right at any time to cancel or suspend the Event if Agency has a clinical emergency and needs to utilize the Leased Space for patient care needs.

2. No Fee. Neither Agency nor Licensee shall be compensated by the other as a result of this Agreement.
3. Use of Facility/Leased Space.
  - a. Licensee warrants and represents that the Event shall be orderly and well-governed and that no indecent, immoral and/or illegal activities will be permitted.
  - b. Licensee shall be responsible, at Licensee's sole cost and expense, to provide any and all (a) personnel required to run the Event; and (b) equipment and supplies for the Event.
  - c. The Facility and Leased Space is provided 'as is' and 'with all faults'. Agency makes no representation or warranty of any kind, express or implied, with respect to the condition of the Facility, including habitability, fitness or suitability for a particular purposes.
  - d. Licensee shall be responsible for all set-up and clean-up of the Event and the preservation of the Leased Space. Licensee shall not be permitted to drive any nails, hooks, tacks, screws, poles, stakes, or other form of fasteners into any part of the Leased Space or Facility without express written consent from Agency. Licensee shall leave the Leased Space in the same condition as given to Licensee. Licensee shall not be permitted to remove or relocate any of Agency's equipment, tools or furnishings without the prior approval of Agency.
  - e. Licensee and/or its representatives, invitees, Students agents and any third party vendors shall not be permitted access to the Facility and/or Leased Space for the Event outside of the Blocks of Time set forth herein.
  - f. Licensee agrees to abide by Agency's policies and procedures for the Facility and Leased Space, including, without limitation, no use of alcohol, tobacco, or any illegal substances in the Facility or Leased Space; and compliance with personal protection equipment requirements.
  - g. Agency reserves the right to deny access to the Facility of a representative, agent, invitee, Students and/or third party vendor of Licensee who is not following Agency policies and procedures or in the interest of patient or staff safety.
  - h. Licensee will ensure that each Student and faculty member on-site for the Event completes a criminal background check, the standard immunizations (including Varicella, Tdap, TB and Hep B) and required safety and compliance training as assigned by Agency prior to entering the Facility and shall otherwise meet all health standards required by Licensee and Agency. The immunization and background check must be available and provided to Agency upon request.
  - i. The faculty and each 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 at Agency.
4. Compliance. Licensee shall utilize the Leased Space and Facility consistent with this Agreement, and all laws, codes, ordinances, statutes, regulations, rules or orders of any governmental authority, including but not limited to laws governing zoning, health, safety (including fire safety), occupational hazards, and pollution and environmental control. Licensee shall be responsible for securing any and all required permits and licenses necessary for the Event.
5. Insurance. Licensee shall procure and maintain, at Licensee own and sole expense, general liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence, two million (\$2,000,000) annual aggregate for any damage, destruction, injuries or death or any other liabilities which might occur in connection with the Event or use of Agency's Facility or the Leased Space by Licensee and/or Licensee's representatives, agents, guests, invitees and/or anyone else assisting Licensee with holding the Event and covering any equipment that is stored at Agency's Facility. Licensee shall name Agency as an additional insured. Moreover, Licensee shall also maintain worker's compensation insurance in such amounts as required by Illinois law. Prior to the first Event and at any time upon request, Licensee shall furnish to Agency with

satisfactory evidence of such insurance coverage for the duration of the Event and Licensee shall notify Agency of any cancellation and/or changes in such insurance coverage.

6. Indemnification. Licensee agrees to indemnify, defend, and hold harmless Agency, its Board, officers, employees, principals, members, employees, representatives, agents, invitees, contractors and volunteers, from and against any and all damages, claims, losses, demands, costs, expenses (including attorney's fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, is suffered or incurred arising from Licensee or its representatives, agents, guests, invitees and/or anyone else assisting Licensee with holding the Event acts or omissions or the breach of any obligations or representations or warranties made herein during the Event, which includes, without limitation, the Event itself and any rehearsal, set-up or clean-up of such Event. The foregoing indemnification shall survive any termination or the expiration of this Agreement.
7. Damage/Repairs. Licensee shall report any personal injuries and/or property damage arising at any time during the Event in writing as soon as is practical. By signing this Agreement, Licensee does hereby agree to be responsible for the costs of repair or replacement of any property damaged or destroyed as a result of the action of any Licensee, its representatives, agents, invitees, Students or third party vendors.
8. Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.
9. Amendment/Assignment. This Agreement may be amended only by an instrument in writing signed by the Parties hereto. Neither Party may assign this Agreement, nor any portion of it without the prior written consent of the other Party. This Agreement shall extend to and be binding upon the heirs, personal representatives, successors and permitted assigns of the Parties.
10. Authority. Each Party has the power and other authority to execute, deliver and perform this Agreement. This Agreement and all documents and agreements required to be delivered by a Party hereunder will be legal, valid, and binding obligations of the other Party enforceable in accordance with their terms in each case.
11. Entire Agreement. This Agreement and the Attachments (as defined herein) 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 Agency and Licensee shall neither be entitled to benefits other than those herein specifically enumerated.
12. 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:

**AGENCY:**

Name: ~~INSERT AGENCY NAME~~ Lawrence County Memorial Hospital  
Address: ~~INSERT ADDRESS~~ 2203 State St -  
Lawrenceville, IL 62439  
Attn: ~~INSERT NAME~~ Lindsey Culver

**LICENSEE:**

Illinois Eastern Community Colleges  
Olney Central College  
305 N. West Street  
Olney, IL 62450

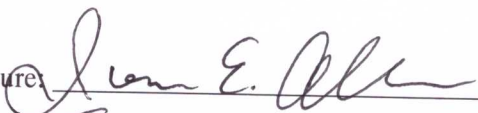
Copy To: ~~INSERT NAME~~ Gene Allen

Attn: Alani Frederick

- 13. Term. The term of this Agreement shall be for one (1) year commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year terms. Either Party may give notice of termination with thirty (30) days notice at any time to the other Party.
- 14. 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.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement or have caused this Agreement to be duly executed on their behalf to be effective as of the Effective Date.

**AGENCY**

Signature:   
 Name: IVAN E. ALLEN  
 Title: Director of Operations  
 Date: 11/7/24

**LICENSEE: Illinois Eastern Community Colleges**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## MEMORANDUM

TO: IECC Board of Trustees  
FROM: Ryan Gower, Chancellor  
DATE: December 10, 2024  
RE: Affiliation Agreements

An affiliation agreement is a formal contract between an educational institution and an external facility or business that provides students with experiential learning opportunities. These agreements outline the roles, responsibilities, and liabilities of all parties involved. Such placements are unpaid and are integral to the successful completion of the students' academic programs.

IECC seeks to renew a *non-standard* clinical affiliation agreement with the following organization:

- **Good Samaritan Hospital**

Mr. Chairman, I respectfully request the Board's approval of this affiliation agreement.

RG/sc

**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 ("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, December 14<sup>th</sup>, 2021 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 "University"      GOOD SAMARITAN HOSPITAL "Facility"

\_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Name: Robert McLin  
Signature: \_\_\_\_\_  
Title: Chief Executive Officer  
Date: 10-29-2024



## PRACTICAL EDUCATION AFFILIATION AGREEMENT

This Clinical Education Agreement ("Agreement") is entered into by and between Illinois Eastern Community College District #529, Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College, an educational institution with administrative offices located at 233 East Chestnut Street, Olney, Illinois ("College") and Good Samaritan Hospital, a health care facility with its principal office located at 520 South 7<sup>th</sup> Street, Vincennes, Indiana 47591 ("Facility"), and is effective as of the date executed by the parties hereto. The Facility and the College are collectively referred to herein as the "Parties."

### Background

1. The College offers health-related degree and certificate programs at Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College (the "Program" or "Programs");

2. College and Facility wish to form a relationship to provide educational experiences for one or more students enrolled at College (hereafter "Student"), and Facility has the environment necessary for such learning experience;

3. The Facility operates one or more clinical facilities which can provide a setting for such practical learning and clinical experiences;

4. The Facility desires to cooperate with the College by providing qualified professionals and making its facilities available to the designated member of College's faculty who is responsible for the education of the Students ("Faculty Member") and the Students themselves for such practical learning and clinical experiences;

5. The purpose of this agreement is to guide and direct a working relationship between the College and the Facility in providing clinical education experiences for a designated program.

NOW THEREFORE, in consideration of the Background information described above and the mutual covenants and undertakings contained below, it is agreed as follows:

### Article I. Mutual Agreements

1.1. Provision of Learning Experiences. The Facility agrees to provide to the Students the opportunity to obtain practical experiences in its facilities, and the College agrees to assign Students from time to time to the Facility to obtain such learning experiences, which shall be on the terms and conditions set forth in this Agreement.

1.2. No Discrimination. There will be no discrimination against a Student or

Faculty Member due to any legally protected classification including, but not limited to, race, gender, national origin, disability, religion, age, sexual orientation, or veteran status. The Parties shall at all times comply with Title VI of the Civil Rights Act of 1964, as amended, and Title IX of the Education Amendments Act of 1972, as amended.

1.3. Student Placement. The placement and determination of the number of Students to be assigned to the Facility shall be at the recommendation of the College and a joint decision of the College and the Facility based on necessary learning experiences and available staff and space in the Facility.

1.4. Student Compliance with Facility Policies and Procedures. Students will be required to comply with all applicable policies and procedures of the Facility. Notwithstanding anything in this Agreement to the contrary, the Facility shall retain the discretion to immediately dismiss any Student from its Facility for any violation of a Facility policy and/or procedure and/or for conduct which the Facility determines, in its sole discretion, to be detrimental to the care of Facility's patients and/or employees.

1.5. Disciplinary Procedure. In the event of an Incident, as hereinafter defined, the Facility will give the Director of the Program immediate notice by mail in which the Parties will cooperate with each other in making a prompt investigation of the facts and/or circumstances of such conduct or occurrence. The Facility acknowledges that the investigation and any disciplinary action involving a Student is at the discretion of the College and must follow and comply with the appropriate policies and procedures of the College.

1.5.1. The term "Incident" has used herein is defined to include, but not be limited to, conduct or an occurrence which:

- i. May involve legal liability on the part of a Student or Faculty Member;
- ii. May violate any policy or procedure of the Facility;
- iii. Involves unsatisfactory performance or behavior, including but not limited to, a good faith belief of impairment because of alcohol consumption and/or substance abuse, by a Student at the Facility;
- iv. Involves problems or issues relating to the educational experience.

1.6. Cooperation in Program Development. The College and the Facility will cooperate in developing the methods of instruction, objectives and other details of the Students' learning and practical experiences and will provide documentation to each Student. The College and the Facility will coordinate their respective efforts to help ensure understanding of the expectations and roles of the Parties in providing a quality experience. Notwithstanding anything to the contrary herein, the Facility shall at all times retain ultimate control of the Facility and responsibility for patient care.

1.7. This Agreement Not a Contract for Employment. Students and Faculty Members will not be afforded coverage by the Facility's worker compensation, health insurance or other of its benefit programs. Any expenses for injury or treatment shall be borne individually by the Student or Faculty Member.

1.8. No Compensation By Facility. Students are deemed trainees and shall not receive compensation by the Facility for any services provided. Faculty Members shall not receive compensation by the Facility for any services provided. The College shall not be required to compensate the Facility or any of its agents or employees for any services or facilities provided by Facility hereunder.

1.9. No Requirement for Referrals. Nothing in this Agreement requires or obligates the College to admit or cause the admittance of a patient to the Facility or to use the Facility's services. None of the benefits granted pursuant to this agreement is conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

1.10. Termination of Student Experience. The College or Facility may end a student experience if the Student is not compliant with College and/or Facility guidelines, policies, procedures, or in the event that the continuation of the experience would put the Student, College or Facility at risk.

## **Article II. College Responsibilities**

During all times that the Parties are operating under this agreement, the College agrees to:

2.1. Accreditation. Maintain its accreditation from the applicable Higher Learning Commission and School and other appropriate accrediting bodies.

2.2. Student Education. Retain responsibility for the education of each Student, including assigning one or more appropriately certified Faculty Members who shall coordinate Student practical learning and clinical experiences and assist the Facility in monitoring the quality of care provided by Students in accordance with Program expectations. Upon the Facility's written request to the Faculty Member, the Faculty Member shall provide the Facility with curriculum and course content information.

2.3. Provision of Information to Facility. Provide the Facility with (i) names and contact information for all Faculty Members, (ii) the name and contact information for the College contact person for purposes of questions and providing notices as set forth herein, and (iii) the name, class level, and educational experience desired for each Student who will be assigned to the Facility.

2.4. Completion of Orientations. Ensure that all Faculty Members and Students assigned to the Facility have completed necessary Facility orientations.

2.5. Provision of Administrative Documents. Provide each Student and Faculty Member assigned to the Facility with all of the Facility's regulations, policies, and procedures applicable to the Program.

2.6. Student Insurance. Ensure that Students and/or Faculty Members assigned to and/or present at the Facility in an official capacity have professional liability insurance with limits of \$1,000,000 per claim and \$5,000,000 annual aggregate as well as general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Records documenting these criteria shall be available at the College for review by authorized personnel of the Facility.

2.7. Orientation of Facility Personnel. Assist in orienting appropriate Facility personnel to the goals, objectives and educational methods of the Program, as well as from time to time advise the Facility of any proposed changes in educational experiences for a Student.

2.8. Student Qualification. Ensure that each Student assigned to the Facility is in good academic standing at the College and has an appropriate level of academic instruction to participate in the practical learning and educational experience. If requested by the Facility, it will be the responsibility of each Student to provide the facility proof of all immunizations in accordance with the recommendations for immunizations for health care professionals established by the Centers for Disease Control and Prevention and the Advisory Committee on Immunization Practices.

2.9. Regulatory Compliance Training. Ensure that each Student assigned to the Facility has completed training related to the Health Insurance Portability and Accountability Act ("HIPAA") and its regulations and the Occupational Safety and Health Administration ("OSHA") Blood-borne Pathogens Standard requirements, prior to working in the Facility.

2.10. Compliance with Sex Offender Registry. Ensure that each Student assigned to the Facility is in compliance with Ind. Code §11-8-8-1 *et seq.* relating to the registration of sex offenders and any other similar law.

2.11. Criminal Background Checks. Ensure that each Student assigned to the Facility has undergone a criminal background check, which results shall be satisfactory to the College, before coming to the Facility.

2.12. CPR Certification. Ensure that each Student assigned to the Facility maintains a current cardiopulmonary resuscitation ("CPR") certification if providing patient care.

2.13. Administration of Students. Coordinate with Facility to schedule Student assignments and monitor Student's performance.

**Article III.**  
**Facility Responsibilities**

During all times that the Parties are operating under this agreement, the Facility agrees to:

3.1. Provision of Clinical Experience Opportunities. Provide a practical learning and clinical experience to Students assigned to the Facility, including but not limited to supervising Students in observing and assisting in various aspects of patient care, to the extent permitted by applicable law and without disruption of patient care.

3.2. Organization of Program. Be responsible for the organization, administration, financing, staffing, and operation of its services and the maintenance of standards accepted for efficient management by the appropriate accrediting body and operate in accordance with acceptable health care standards.

3.3. Evaluation of Student Performance. At the request of the College, evaluate each Student's performance and when requested provide an evaluation on College-provided forms;

3.4. Storage Space. Provide a reasonable amount of storage space for apparel and personal effects of participating students and reasonable conference room space at Agency for use in clinical conference.

3.5. Acceptance of Students. Accept each Student for educational experiences in those courses for which placement has been mutually reviewed, planned, and arranged and make available those educational experiences agreed upon.

3.6. Liaison. Designate person(s) who will act as liaison(s) between the College and the Facility's staff and Faculty Member.

3.7. Orientation. Upon request, provide to each Student and Faculty Member appropriate orientation to address the policies, programs and procedures of the Facility. Inform the College of all new and revised policies and procedures which may affect the clinical experiences described herein.

3.8. Care of Patients Retain ultimate authority and responsibility for the care of the Facilities outpatients and those admitted to the Facility, including but not limited to administrative and professional supervision of Students insofar as the Students presence affects the direct or indirect provision of care and services to patients of the Facility.

3.9. Staffing. Maintain a sufficient level of staffing to carry out the Facility's obligations hereunder, which staffing shall not be reduced as a result of any Students receiving a practical experience.

3.10. Insurance. Maintain professional liability insurance coverage with limits of

\$4,000,000 per occurrence and \$8,000,000 annual aggregate as well as general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Records documenting these criteria shall be available for review by authorized personnel of the College.

3.11. Compliance. Comply with the Family Educational Rights and Privacy Act of 1974, as amended governing the privacy of student records.

#### **Article IV. Indemnification**

The College and the Facility agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this agreement. The Parties agree to cooperate to dispose of any such claim. Each party to this Agreement (the "Indemnitor") agrees to indemnify and hold harmless the other party (the "Indemnitee")(together with Indemnitee's successors, assigns, directors, trustees, officers, employees, and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorneys' fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, trustees, officers, employees or agents; provided however, that the obligation of each Indemnitor to hold the other Indemnitee harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability if Indemnitor is an instrumentality of the State of Indiana (e.g. actions and conditions as to which either Indemnitor may be immunized by the Indiana Medical Malpractice Act and/or the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that either Indemnitor's liability to hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant and all appropriate defenses had been raised by Indemnitor. If a party becomes aware of a claim or threatened claim involving a party or the other party, the party with knowledge of the claim or threatened claim shall inform the other party in writing within ten (10) days after receiving knowledge of such claim or threatened claim.

#### **Article V. Regulatory Compliance**

The Facility and the College agree that each party shall comply with all federal and state regulations, rules and orders, including but not limited to regulations made part of HIPAA. Facility and the College agree that for purposes of HIPAA, the College is not a business associate of Facility by reason of the fact that the College sends students to Facility for a clinical rotation or to receive other educational experience. Solely for the purpose of defining Students and Faculty Members role in relation to the use and disclosure of the Facilities protected health information, all Students and Faculty Members shall be considered members of the Facility's workforce, as that term is defined by HIPAA, and the College agrees to require Students and Faculty Members to participate in any training provided by Facility for its workforce members so that Facility may comply with HIPAA. Furthermore, the Facility and the College shall promptly amend the agreement to conform to any new or revised legislation, rules and regulations concerning the Standards for Privacy of Individually Identifiable Health Information in order to ensure that Facility is at all times in conformance with HIPAA. If, within thirty (30) days of either party first providing notice to the other of the need to amend the agreement to

comply with HIPAA, the Parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this agreement to meet the requirements in question; or (ii) alternatively, the Parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this agreement upon ninety (30) days prior written notice.

**Article VI.  
Term and Termination**

6.1. Term. This Agreement shall be effective from the date last executed by the Parties and will remain valid for a period of one (1) year after the effective date ("Initial Term") or until terminated as herein provided.

6.2. Renewal. To the extent not terminated, upon expiration of the Initial Term this Agreement shall be renewed upon the same terms for one (1) year periods as memorialized in an annual letter of renewal executed by the Parties.

6.3. Termination. This Agreement may be terminated by either party with or without cause with a minimum of thirty (30) days written notice of a party's intention to do so, provided that any Student who has been assigned to work in the Facility shall be given the opportunity to complete their practical educational and clinical experience as offered.

**Article VII.  
Miscellaneous**

7.1. Amendment. Amendment to this Agreement will be made only by mutual written consent of the Parties. The Parties recognize that addendums may be necessary for certain programs and agree to enter into and execute such addendums from time to time, which shall be deemed incorporated and made part of this Agreement.

7.2. Notices. All notices to be given in writing hereunder shall be delivered or sent to:

To the College:                    Illinois Eastern Community  
   Colleges  
   233 E. Chestnut St  
   Olney, IL 62450

To the Facility:                    Good Samaritan Hospital  
   520 S. 7th Street  
   Vincennes, Indiana 47591

7.3. Counterparts. This agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that this agreement may be signed by electronic or facsimile transmission and shall be deemed to be original signatures.

7.4. Headings. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation of this Agreement.

7.5. Complete Agreement. This document is the final agreement, contains the entire, complete and exclusive agreement between the Parties concerning the matters discussed herein, and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the Parties.

7.6. Authority to Execute. Each individual executing this Agreement on behalf of the respective Parties hereto represents and warrants that such person is duly authorized to execute and deliver this Agreement on behalf of the respective Parties and that this Agreement is binding upon the respective party hereto in accordance with its terms.

7.7. Venue and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Indiana, without regard to the choice of law principles of Indiana or any other jurisdiction. The Parties hereby agree to grant exclusive jurisdiction and venue in the Circuit Court of Knox County in the State of Indiana for any disputes arising out of this Agreement or the relation of the parties.

7.8. Gender and Number. As used in this agreement, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender.

7.9. Negotiated Agreement. This Agreement constitutes the result of negotiations between the parties relating to matters set forth herein and, as such, no party shall be deemed to be the drafter of this Agreement. The language of all parts of the Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.

7.10. No Assignment. Neither party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

7.11. Waiver. Waiver by either party of any breach of any provision of this Agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

7.12. No Exclusion. College represents and warrants that College and its representatives (including Students and Faculty Members, if applicable) are not: (1) currently excluded, debarred, or disqualified by any federal governmental agency or program or otherwise ineligible from receiving federal contracts or assistance; (2) present on the exclusion database of the Office of the Inspector General or the Government Services Administration; or (3) convicted of a criminal offense related to the provision of health care or under investigation for any of the above circumstances.

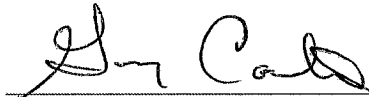
The Parties, by their duly authorized representatives, have caused this agreement to be executed as of the date last set out below.

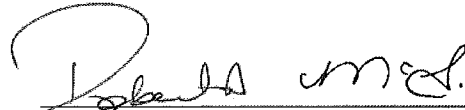
“College”

“Facility”

Illinois Eastern Community Colleges

Good Samaritan





Name

Name

Chairman

President / CEO

Title

Title

Board of Trustees

Administration

Department

Department.

12-14-2021  
Date

10/28/2021  
Date

## MEMORANDUM

TO: IECC Board of Trustees  
FROM: Ryan Gower, Chancellor  
DATE: December 10, 2024  
RE: IECC-Owned and Personal Vehicle Use (Policy 400.33)

The responsibility for maintaining a comprehensive list of authorized employee drivers of IECC-owned vehicles, as well as securing initial and annual Motor Vehicle Reports (MVRs), has traditionally been managed by the Business Office. This responsibility is now transitioning to Human Resources.

As part of this shift, the **Driver's License Procedure 300.1.25** has been relocated and updated as **Policy 400.33: IECC-Owned and Personal Vehicle Use**. Additionally, a new procedure has been developed to clearly define the responsibilities of all parties involved in the process.

The proposed policy and procedure have been reviewed and approved by the Strategic Engagement Planning Council.

Mr. Chairman, I respectfully request that the Board waive the second reading and approve Policy 400.33 as presented.

*RG/am*  
*Attachment*

## **BUSINESS PROCEDURES—300 HUMAN RESOURCES – 400**

### **300.1.25 Accounting: Drivers License Procedure- IECC-owned and Personal Vehicle Use (400.33)**

Effective date: 2/4/2000

Revised: 12/3/2003

Revised: 12/5/2018

Revised: TBD (Pending Board of Trustee approval) This policy was previously a Business Procedure, 300.1.25 Accounting: Drivers License Procedure

#### **I. Purpose**

Some employees, based on their job titles or functions, are required to occasionally drive IECC-owned (or leased) vehicles and/or personal vehicles for IECC-related travel and business. The purpose of this policy is to:

1. Ensure that employees operating IECC-owned or leased vehicles hold valid driver's licenses, maintain acceptable driving records, and are fully informed of associated IECC rules and regulations.
2. Establish a process for reporting those offenses or incidents that will result in the revocation of driving privileges for IECC-owned or leased vehicles.
3. Verify that employees using personal vehicles for IECC-related business have valid driver's licenses, safe vehicles, and proper insurance coverage.
4. Describe a process for reporting accidents while driving on IECC-related business.
5. Assure the accuracy of data related to IECC's commercial auto policy.

#### **II. Scope**

This policy is applicable to all IECC employees who use IECC-owned (or leased) vehicles and/or personal vehicles for IECC-related travel and business.

#### **III. Procedures**

Procedures will outline the necessary actions, roles, rules, and standards to ensure compliance with this policy.

~~To provide a program to ensure that employees who are occasional drivers have valid driver's license and acceptable records to drive district owned vehicles. To ensure employees who drive their own vehicles on college or district business have a valid driver's license, maintain their vehicles in a manner that is safe to operate, and are covered by Illinois required insurance for motor vehicles. To establish a process for reporting accidents while on District or College business.~~

~~A. The Business Officer on each campus, the Director of Business Services for District Wide, and the Director of Admissions and Financial Aid for Workforce Education shall:~~

- ~~1) Compile and maintain a current roster of ANY and ALL occasional drivers pertaining to their location;~~
- ~~2) Maintain a "driver file" for each occasional driver listed on their roster and also maintain a "driver file" for each college President, CEO, and Dean of Workforce Education as applicable to their location;~~
- ~~3) Include in the driver file a Motor Vehicle Report (MVR) prior to the employee driving a district owned vehicle;~~
- ~~4) Update the driver file annually by obtaining an MVR every year for each employee who occasionally drives;~~
- ~~5) Not allow anyone lacking a valid license to drive a district owned vehicle;~~

- 6) ~~Not allow anyone who was convicted within the past three years for DWI, DUI, hit and run, homicide, assault, reckless driving, suspended or revoked license, to drive a district owned vehicle;~~
- 7) ~~Not allow anyone who has more than two moving violations other than the convictions shown above or "at fault" accidents within the past three years to drive a district owned vehicle.~~
- B. ~~Before operating any personally owned motor vehicle on district or college business, employees shall have in effect a valid operator's license and agree to comply with all Illinois Motor Vehicle statutes, rules and regulations.~~
- C. ~~Employee's will maintain their vehicle in a manner that is safe to operate and is road worthy.~~
- D. ~~All personally owned vehicles must be covered by all Illinois insurance requirements prior to operating on District or College business.~~
- E. ~~Any employee involved in an accident while driving on District or College business shall notify the District CFO through submission of an Incident Report (reference procedure 300.10.2) within twenty four (24) hours of the accident.~~

## MEMORANDUM

TO: IECC Board of Trustees  
FROM: Ryan Gower, Chancellor  
DATE: December 10, 2024  
RE: IECC-Issued Credit Cards (Policy 300.23)

The Business Office is preparing to implement a new program aimed at streamlining the purchasing process by issuing credit cards to select employees based on their job responsibilities. These credit cards will primarily be used for travel-related business expenses but may also be utilized for other approved purposes when appropriate.

It is important to emphasize that these credit cards are not intended to replace existing purchasing procedures. To ensure clarity regarding employee responsibilities and proper usage, a detailed policy and procedure have been developed to govern the program's implementation.

The proposed policy and procedure have been reviewed and approved by the Strategic Engagement Planning Council.

Mr. Chairman, I respectfully request that the Board waive the second reading and approve Policy 300.23 as presented.

RG/rh  
Attachment

## BUSINESS - 300

### **IECC-issued Credit Cards (300.23)**

Date Adopted: TBD (Pending Board Approval)

Upon approval of the Chief Financial Officer or their designee, IECC-issued credit cards are provided to employees, based on their job requirements, for business-related expenses only. Cardholders must sign an agreement acknowledging understanding and compliance with this policy and the corresponding procedure. The procedure provides general guidance related to:

- How to request a card;
- Authorized and unauthorized uses;
- Cardholder responsibilities, including required expense reporting;
- What to do if a card is lost or stolen.

#### **Misuse and Consequences**

Unauthorized or fraudulent use of the credit card will result in disciplinary action, including potential termination and legal action. IECC reserves the right to seek reimbursement for any unauthorized expenses.

#### **Return of Card**

Cards must be surrendered upon termination of employment or upon request by the Chief Financial Officer or their designee.

**MEMORANDUM**

TO: IECC Board of Trustees  
FROM: Ryan Gower, Chancellor  
DATE: December 10, 2024  
RE: Certification of Tax Levy for Calendar Year 2024

The Board must certify IECC's tax levies for calendar year 2024. The Certificate of Tax Levy and the 2024 Estimated Tax Rate have been provided to the Board under separate cover.

IECC's 2023 information is included below for comparison purposes.

The table below details the 2023 tax rate for each fund:

Levy Line	2023 Tax Rate
Education	0.1750
Operations & Maintenance	0.0750
Special Tax Levy	0.0379
Tort	0.0627
Audit	0.0043
Medicare	0.0115
Protection, Health & Safety	0.0084
Worker's Comp & Unemployment	0.0094
Bonds	0.1024
Total	0.4866

The recommended 2024 tax rates effectively hold the rate flat for IECC's primary operating funds - Education Fund and Operations and Maintenance Fund. More substantial increases have been recommended in Tort and Worker's Compensation & Unemployment to account for expenses that are expected to increase in Budget Year 2026.

Mr. Chairman, I respectfully recommend that the IECC Board of Trustees approve the recommended tax rates, provided under separate cover, for calendar year 2024.

RG/akb

*Attachments*

## MEMORANDUM

TO: IECC Board of Trustees  
FROM: Ryan Gower, Chancellor  
DATE: December 10, 2024  
RE: Certificate of Compliance with the Truth in Taxation Law

At the November 19th Board meeting, the IECC Board of Trustees approved the District's estimated aggregate tax levy and authorized the publication of the required notice in District newspapers, as well as the scheduling of a public hearing, in compliance with the Truth in Taxation Law. This law requires all taxing districts in Illinois to determine the estimated amounts of taxes to be levied for the year no less than 20 days before the official adoption of the aggregate tax levy.

The estimated aggregate levy amount, exclusive of election and bond/interest costs, exceeds 105% of the aggregate amount of property taxes extended upon the levy of the previous year.

The Board estimated the aggregate amount of taxes to be levied for the year 2024, exclusive of bond and interest costs, at \$9,188,261, which represents an increase exceeding 105% of the taxes extended by the District in 2023.

Public notice of the estimated levy was published in newspapers of general circulation throughout the District, as listed below:

- Casey Westfield Reporter, Clark County
- Robinson Daily News, Crawford County
- Toledo Democrat, Cumberland County
- McLeansboro Gazette, Hamilton County
- Lawrenceville Daily Record, Lawrence County
- Wayne County Press, Edwards and Wayne Counties
- The Hometown Register, Clay, Jasper, Richland, Wabash, and White Counties

The notice was published in accordance with the law, not more than 14 days nor less than 7 days prior to the scheduled hearing. A public hearing was subsequently held at the time and manner described in the notice.

Mr. Chairman, I respectfully request the Board's approval of the attached Truth in Taxation Certificate of Compliance to finalize this process.

*RG/akb*  
*Enclosure*

**TRUTH IN TAXATION**

**CERTIFICATE OF COMPLIANCE**

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

**CHECK ONE OF THE CHOICES BELOW:**

The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law, and a copy of the ad is attached.

The taxing district’s aggregate levy did not exceed a 5% increase over the prior year’s extension. Therefore, notice and a hearing were not necessary.

The proposed aggregate levy did not exceed a 5% increase over the prior year’s extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year’s extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.

The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

This certificate applies to the 2024 levy.

Date: December 10, 2024

Presiding Officer: \_\_\_\_\_  
(Signature)

**NOTICE OF PROPOSED TAX INCREASE FOR**

**ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529**

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2024 will be held on December 10, 2024, at 4:30 p.m. at Olney Central College, Olney, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Ryan Hawkins, Chief Financial Officer, 233 East Chestnut Street, Olney, IL 62450; phone: 618.393.2982.

- II. The corporate and special purpose property taxes extended or abated for the year 2023 were \$7,682,433.

The proposed corporate and special purpose property taxes to be levied for 2024 are \$9,458,261. This represents a 23.1% increase over the previous year's extension.

- III. The property taxes extended for debt service for 2023 were \$1,694,540.

The estimated property taxes to be levied for debt service and public building commission leases for 2024 are \$2,447,395. This represents a 44.4% increase from the previous year.

- IV. The total property taxes extended or abated for 2023 were \$9,376,973.

The estimated total property taxes to be levied for 2024 are \$11,905,656. This represents a 26.9% increase over the previous year's extension.

**Section 5:** This resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 19th day of November 2024.

BOARD OF TRUSTEES  
ILLINOIS EASTERN COMMUNITY COLLEGES  
COUNTIES OF RICHLAND, CLARK, CLAY,  
CRAWFORD, CUMBERLAND, EDWARDS,  
HAMILTON, JASPER, LAWRENCE, WABASH,  
WAYNE, AND WHITE  
STATE OF ILLINOIS

By: \_\_\_\_\_ Gary Carter  
Chairman

ATTEST: \_\_\_\_\_  
Sonja Wease  
Secretary

## MEMORANDUM

TO: IECC Board of Trustees  
FROM: Ryan Gower, Chancellor  
DATE: December 10, 2024  
RE: FY2024 Audit

Martin Hood LLC has completed the financial statement audit of Illinois Eastern Community Colleges (IECC) for the fiscal year ending June 30, 2024. The audit team spent a total of three weeks on-site conducting their review of both the financial statements and the federal awards schedule.

On November 13, 2024, the Audit Committee—comprised of Trustee Roger Browning and Trustee Jan Ridgley—met with the Chancellor, Chief Financial Officer, Director of Financial Operations, and the independent auditors to review the findings.

Mr. Chairman, I respectfully request that the Board pass the resolution to formally accept the audit and authorize its submission to the Illinois Community College Board by the December 30, 2024, deadline.

*RG/akb*

*Attachment*



## MEMORANDUM

TO: IECC Board of Trustees  
FROM: Ryan Gower, Chancellor  
DATE: December 10, 2024  
RE: Annual Financial Report

In accordance with Section 3-22.2 of the Public Community College Act, each district is required to publish an annual financial statement by December 30 in a newspaper of general circulation within the district. Additionally, a copy of this publication must be submitted to the Illinois Community College Board (ICCB) no later than January 15.

Attached is the Annual Financial Report for Illinois Eastern Community Colleges (IECC), prepared for publication.

Mr. Chairman, I respectfully recommend that the Board approve the Annual Financial Report to ensure its timely local publication and submission to the ICCB as required.

*RG/akb*  
*Attachment*

**ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529**  
**ANNUAL FINANCIAL REPORT**  
**For the Fiscal Year Ended June 30, 2024**

Community College District No. 529 Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White, State of Illinois

Total District Assessed Valuation: \$ 2,192,403,436  
 Total District Bonded Debt: \$ 7,675,000

Tax Revenues:	<u>Extensions</u>	<u>Rates</u>
Education Fund	\$ 3,750,000	0.1710
Operations and Maintenance Fund	\$ 1,610,000	0.0734
Statewide Average Tax	\$ 717,433	0.0327
Bond and Interest Fund	\$ 1,694,540	0.0773
Liability, Protection, and Settlement Fund	\$ 1,344,805	0.0613
Audit Fund	\$ 60,000	0.0027
Protection, Health, and Safety	\$ 200,000	0.0091

**STATEMENT OF REVENUE AND EXPENDITURES**  
**For the Fiscal Year Ended 2024**

<u>REVENUE BY SOURCE</u>	<u>Education Fund</u>	<u>Operations &amp; Maintenance Fund</u>	<u>Debt Service Fund</u>	<u>Other Tax Funds</u>
Local Government	\$ 4,105,900	\$ 2,218,204	\$ 1,922,131	\$ 13,649,682
State Government	14,127,556	-	-	1,036,875
Federal Government	-	-	-	-
Student Tuition and Fees	11,965,922	1,036,133	-	-
Other Sources	1,032,336	415,965	21,562	3,019,382
<b>TOTAL REVENUE</b>	<u>31,231,714</u>	<u>3,670,302</u>	<u>1,943,693</u>	<u>17,705,939</u>
 <u>EXPENDITURES BY PROGRAM</u>				
Instruction	12,897,932	-	-	51,741
Academic Support	550,277	-	-	-
Student Services	2,558,881	-	-	-
Public Services	119,482	-	-	-
Auxiliary Enterprises	6,238	-	-	-
Operation and Maintenance of Plant	53,747	4,092,263	-	2,349,034
Institutional Support	7,856,194	200,404	1,896,619	11,113,553
Scholarships, Student Grants, and Waivers	5,632,251	-	-	-
<b>TOTAL EXPENDITURES</b>	<u>29,675,002</u>	<u>4,292,667</u>	<u>1,896,619</u>	<u>13,514,328</u>
OTHER FINANCING USES: Operating Transfers-In / (Out)	<u>(1,900,316)</u>	<u>58,041</u>	<u>-</u>	<u>1,450,000</u>
FUND BALANCE (Deficit), July 1, 2023	<u>15,252,040</u>	<u>4,032,435</u>	<u>310,094</u>	<u>10,112,082</u>
FUND BALANCE (Deficit), June 30, 2024	<u>\$ 14,908,436</u>	<u>\$ 3,468,111</u>	<u>\$ 357,168</u>	<u>\$ 15,753,693</u>

Illinois Eastern Community Colleges District 529 is one of thirty-nine tax supported community college districts in the State recognized by the Illinois Community College Board and Illinois Board of Higher Education, and offers a wide variety of educational opportunities. IECC delivers educational offerings from its four locations; Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College, in all or portions of 12 counties.

The District offers degrees in Associate in Arts, Associate in Science, Associate in Science and Arts, Associate in General Studies, Associate Degree Nursing, Certificate in General Studies and Certificates in (8) eight Vocational Skills areas and GECC Credential.

Frontier Community College offers (18) eighteen Certificates in Career and Technical Education and (7) seven Associate in Applied Science degrees.

Lincoln Trail College offers (16) sixteen Certificates in Career and Technical Education and (3) three Associate in Applied Science Degrees in Career and Technical Education.

Olney Central College offers (27) twenty-seven Certificates in Career and Technical Education and (11) eleven Associate in Applied Science Degrees in Career and Technical Education.

Wabash Valley College offers (15) fifteen Certificates in Career and Technical Education and (13) thirteen Associate in Applied Science Degrees in Career and Technical Education.

Annual Enrollment Data by Semester, including Summer Term:

Headcount: 16,029	Full-time Equivalent: 2,895
Staff Data: Full-time 303	Part-time: 376

All accounts of said Illinois Eastern Community Colleges District No. 529 were audited by Martin Hood LLC, Certified Public Accountants, for the fiscal year July 1, 2023, through June 30, 2024.

Dated at Olney, Illinois, this 10th day of December 2024.

Chairman, Board of Trustees: \_\_\_\_\_  
Gary Carter

Secretary, Board of Trustees: \_\_\_\_\_  
Sonja Wease

Treasurer, Board of Trustees: \_\_\_\_\_  
Ryan Hawkins

Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon request. Inquiries regarding compliance with the policy may be directed to:

Equal Opportunity Officers:

- Bonnie Chaplin, IECC District Office, Olney, IL
- Gerald Edgren, Frontier Community College, Fairfield, IL
- Jackie Shamhart, Lincoln Trail College, Robinson, IL
- Lynne Welker, Olney Central College, Olney, IL
- Katie Hinderliter, Wabash Valley College, Mt. Carmel, IL

## MEMORANDUM

**TO:** IECC Board of Trustees  
**FROM:** Ryan Gower, Chancellor  
**DATE:** December 10, 2024  
**RE:** Bid Exception Under ILCS 805/3-27.1

The Institutional Outreach Division is seeking approval for a digital marketing campaign for the 2025-2026 academic year, totaling \$45,000. Proposals were solicited from the following three vendors:

1. **WTHI TV**
2. **WTWO – myWabashValley.com**
3. **The Original Company – TOC Direct Digital**

The marketing department provided a fixed budget to each vendor and asked them to develop a proposal for how they would use that budget for the strategic priorities identified by the District. Following a thorough review of the three proposals, the marketing team determined that the proposal from **TOC Direct Digital** best meets the needs of the District. TOC provided compelling evidence of their deep understanding of the IECC District demographic and demonstrated a strong ability to consistently and accurately target the intended audience.

Pursuant to ILCS 805/3-27.1 (a), the Board may approve contracts for services requiring a high degree of professional skill, where the ability or fitness of the provider plays an essential role. Selecting a marketing partner under this exception ensures IECC partners with a firm that truly understands the geographic and demographic requirements of this campaign.

Mr. Chairman, I respectfully request that the Board authorize the District to proceed with the digital marketing campaign in partnership with **The Original Company – TOC Direct Digital**.

*RG/akb*

## MEMORANDUM

**TO:** IECC Board of Trustees  
**FROM:** Ryan Gower, Chancellor  
**DATE:** December 10, 2024  
**RE:** Resolution of Appreciation

The attached **Resolution of Appreciation** formally recognizes the extraordinary contributions of faculty and staff who played a pivotal role in the preparation and successful completion of the Higher Learning Commission (HLC) Accreditation process. Their collective efforts in developing the Assurance Argument, gathering supporting data and evidence, and hosting the HLC review team exemplify IECC's commitment to academic excellence and continuous improvement.

This resolution highlights the dedication, professionalism, and teamwork of the individuals involved, underscoring their integral role in ensuring the institution's accreditation.

Mr. Chairman, I respectfully request the Board's approval and adoption of the attached **Resolution of Appreciation**.

RG  
*Attachment*

**Resolution of Appreciation**  
**Illinois Eastern Community Colleges, District #529**

**WHEREAS**, accreditation is a vital process that ensures the quality, integrity, and continuous improvement of educational institutions, allowing Illinois Eastern Community Colleges (IECC) to provide exceptional education and services to its students and communities; and

**WHEREAS**, the Higher Learning Commission (HLC) Accreditation process demands extensive documentation and evidence of compliance with rigorous standards, as well as a transparent and comprehensive Assurance Argument that reflects IECC's commitment to its mission; and

**WHEREAS**, the preparation of IECC's Assurance Argument required extraordinary effort, including the collection and analysis of data, authoring and editing of documents, and the thoughtful organization of evidence, requiring precision, collaboration, and expertise far beyond routine job duties; and

**WHEREAS**, the successful hosting of the HLC review team during their two-day site visit demonstrated IECC's professionalism and dedication, requiring careful planning, coordination, and hospitality to represent our colleges in the best possible manner; and

**WHEREAS**, these critical efforts were undertaken by dedicated faculty and staff members who volunteered their time and energy, without additional compensation, motivated solely by their passion for the community college mission and their commitment to IECC's success;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Illinois Eastern Community Colleges hereby recognizes and expresses its profound gratitude to Mrs. Lori Barger, Dr. Gerald "Jay" Edgren, Mrs. Eva Fatheree, Mrs. Tara Farleigh, Dr. Matthew Fowler, Mrs. Chris Heindselman, Prof. Drew McMurray, Mrs. Libby McVicker, Prof. Kelly Payne, and Brandon Weger who contributed to the preparation of the Assurance Argument, the collection of supporting data and evidence, and the organization and hospitality efforts for the HLC site visit; and

**BE IT FURTHER RESOLVED**, that the Board commends these individuals for their exceptional dedication, teamwork, and service, which exemplify the highest ideals of Illinois Eastern Community Colleges and the broader mission of community colleges to transform lives and strengthen communities; and

**BE IT FINALLY RESOLVED**, that this resolution be entered into the official minutes of the Board of Trustees and shared with the IECC community as a testament to the appreciation and admiration of this governing body for their extraordinary contributions.

**Adopted this 10th day of December, 2024 by the Board of Trustees of Illinois Eastern Community Colleges District #529, witnessed by:**

**Mr. Gary Carter**  
Chair, Board of Trustees  
Illinois Eastern Community Colleges

**Dr. Ryan Gower**  
Chancellor  
Illinois Eastern Community Colleges

## BID COMMITTEE REPORT

December 10, 2024

### Olney Central College

1. New 12 or 15 Passenger Van

**MEMORANDUM**

**TO:** IECC Board of Trustees  
**FROM:** Ryan Gower; Chancellor  
**DATE:** December 10, 2024  
**RE:** New 12 or 15 Passenger Van

The Bid Committee presents the following recommendation based on the lowest responsible bid, taking into account conformity with specifications, terms of delivery, quality, and serviceability.

The committee recommends accepting the bid from **Silverthorne Chevrolet GMC** for a total of **\$47,350**.

<b>New 12 or 15 Passenger Van</b>	<b>Company</b>	<b>Base Bid</b>
	Silverthorne Chevrolet GMC	\$47,350
	Robinson, IL	

**Respectfully submitted,**  
Ryan Gower, Chancellor  
Ryan Hawkins, Chief Financial Officer  
Sonja Wease, Board Secretary

**Department:** Olney Central College  
**Source of Funds:** District-wide Fleet Refresh Budget

**Rationale for Purchase:**  
This recommendation is based on Silverthorne Chevrolet GMC being the lowest responsible bidder that meets the required specifications.

The District currently owns 34 passenger vans for student, faculty, and staff travel. The fleet's average age is eight years, with an average mileage of 104,456. To ensure the safety and reliability of our transportation, we have prioritized replacing one to two vehicles annually. This purchase will replace one of the oldest vans in the fleet, which is 22 years old.

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

RG/akb

## **REQUEST FOR PROPOSAL**

### **ILLINOIS EASTERN COMMUNITY COLLEGES**

#### **TIME AND PLACE OF BIDS**

Notice is hereby given that sealed bids for a New 12 or 15 Passenger Van for Illinois Eastern Community Colleges shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 2:00 p.m. local time, on Tuesday, December 3, 2024, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

#### **METHOD OF BIDDING**

Unit Costs Bids will be received for the following:

- New 12 or 15 passenger van (in-stock)
- Minimum 5-year power train manufacturer's warranty
- Gas V6 or V8
- Automatic transmission
- Minimum 3-year bumper-to-bumper manufacturer's warranty
- AM/FM radio
- Vinyl floor covering throughout
- Front and rear heat
- Front and rear air conditioning
- Cargo style side door
- Backup camera

Bids should include photos of the interior and exterior of the van being offered. A web link to the dealer's webpage having photos of the selected stock item is acceptable.

#### **PREPARATION OF BIDS**

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

#### **METHOD OF BID EVALUATION**

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

#### **SALES TAX**

Retailers Occupational Sales Taxes are not applicable for this project.

#### **SHIPPING & HANDLING**

All freight and delivery must be included in the bid.

## **SPECIAL PROVISIONS**

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

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

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

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

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

**Specifications for New 12 or 15 Passenger Van**

Unit Costs Bids will be received for the following:

- New 12 or 15 passenger van (in-stock)
- Minimum 5-year power train manufacturer’s warranty
- Gas V6 or V8
- Automatic transmission
- Minimum 3-year bumper-to-bumper manufacturer’s warranty
- AM/FM radio
- Vinyl floor covering throughout
- Front and rear heat
- Front and rear air conditioning
- Cargo style side door
- Backup camera

Please list your bid below:

Van Year \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Bid \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_ Approximate Delivery Date \_\_\_\_\_

Note: Following Board approval, the bid will be awarded on December 11, 2024.

**ALL FREIGHT, SHIPPING, DELIVERY, MUNICIPAL LICENSE, AND TITLE CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO ILLINOIS EASTERN COMMUNITY COLLEGES, 233 E. CHESTNUT STREET, OLNEY, IL 62450. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR 30 DAYS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.**

Signature \_\_\_\_\_ Telephone # \_\_\_\_\_

Print Name \_\_\_\_\_ Fax # \_\_\_\_\_

Company \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
November 30, 2024**

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$ 9,462,904.76</b>
<b>Operations &amp; Maintenance</b>	<b>1,244,920.53</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>3,272,590.46</b>
<b>Bond &amp; Interest</b>	<b>185,307.31</b>
<b>Auxiliary</b>	<b>275,757.14</b>
<b>Restricted Purposes</b>	<b>185,079.99</b>
<b>Working Cash</b>	<b>726,669.56</b>
<b>Trust &amp; Agency</b>	<b>629,780.03</b>
<b>Audit</b>	<b>(4,801.78)</b>
<b>Liability, Protection &amp; Settlement</b>	<b>486,052.20</b>
<b>TOTAL ALL FUNDS</b>	<b><u>\$ 16,464,260.20</u></b>

Respectfully submitted,

Ryan Hawkins, Treasurer

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
November 30, 2024

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>ASSETS</b>						
Cash	\$ 9,489,205	\$ 1,244,921	\$ 3,272,590	\$ 185,307	\$ 296,257	\$ 185,080
Investments	8,799,689	2,773,501	6,924,562	-	3,419,336	-
Accounts Receivable	1,825,234	262,863	-	-	320,971	-
Other Receivables	839,817	8,639	100,675	-	4,023	70,205
Restricted Cash	-	-	4,614,304	-	-	-
Inventory	-	-	-	-	625,408	-
Other Assets	201,276	-	-	-	-	476,041
Due From Other Funds	-	-	-	-	-	-
Total Assets	<u>\$ 21,155,221</u>	<u>\$ 4,289,924</u>	<u>\$ 14,912,131</u>	<u>\$ 185,307</u>	<u>\$ 4,665,995</u>	<u>\$ 731,326</u>
<b>LIABILITIES</b>						
Accounts Payable	\$ 39,912	\$ 15,025	\$ -	\$ -	\$ 14,504	\$ 12,876
Accrued Payroll Liabilities	4,762	-	-	-	-	-
Other Accrued Liabilities	68,310	-	25,664	-	23,961	(73,021)
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	<u>112,984</u>	<u>15,025</u>	<u>25,664</u>	<u>-</u>	<u>38,465</u>	<u>(60,145)</u>
<b>FUND BALANCES</b>						
Non-Spendable	-	-	-	-	625,408	-
Restricted						
Board Designated	11,517,108	1,435,544	-	-	-	-
Other Purposes	-	2,009,816	10,824,334	185,307	-	-
Encumbered	10,098,346	829,539	4,062,133	-	1,702,895	1,136,333
Unassigned	(573,217)	-	-	-	2,299,227	(344,862)
Total Fund Balances	<u>21,042,237</u>	<u>4,274,899</u>	<u>14,886,467</u>	<u>185,307</u>	<u>4,627,530</u>	<u>791,471</u>
Total Liabilities and Fund Balances	<u>\$ 21,155,221</u>	<u>\$ 4,289,924</u>	<u>\$ 14,912,131</u>	<u>\$ 185,307</u>	<u>\$ 4,665,995</u>	<u>\$ 731,326</u>

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
November 30, 2024

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>ASSETS</b>					
Cash	\$ 726,670	\$ 629,780	\$ (4,802)	\$ 486,052	\$ 16,511,060
Investments	5,483,167	-	-	-	27,400,255
Accounts Receivable	-	-	-	-	2,409,068
Other Receivables	123,750	58,391	-	-	1,205,500
Restricted Cash	-	-	-	-	4,614,304
Inventory	-	-	-	-	625,408
Other Assets	-	-	-	-	677,317
Due From Other Funds	-	-	-	-	-
Total Assets	<u>\$ 6,333,587</u>	<u>\$ 688,171</u>	<u>\$ (4,802)</u>	<u>\$ 486,052</u>	<u>\$ 53,442,912</u>
<b>LIABILITIES</b>					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 82,317
Accrued Payroll Liabilities	-	-	-	-	4,762
Other Accrued Liabilities	-	-	-	-	44,914
Due to Other Funds	-	-	-	-	-
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>131,993</u>
<b>FUND BALANCES</b>					
Non-Spendable	6,315,000	-	-	-	6,940,408
Restricted					
Board Designated	-	-	-	-	12,952,652
Other Purposes	18,587	685,359	-	480,149	14,203,552
Encumbered	-	2,812	-	5,903	17,837,961
Unassigned	-	-	(4,802)	-	1,376,346
Total Fund Balances	<u>6,333,587</u>	<u>688,171</u>	<u>(4,802)</u>	<u>486,052</u>	<u>53,310,919</u>
Total Liabilities and Fund Balances	<u>\$ 6,333,587</u>	<u>\$ 688,171</u>	<u>\$ (4,802)</u>	<u>\$ 486,052</u>	<u>\$ 53,442,912</u>

Illinois Eastern Community Colleges  
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)  
For the Period Ended November 30, 2024

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>REVENUES</b>						
Property Taxes	\$ 3,720,574	\$ 1,384,959	\$ 164,259	\$ 1,392,583	\$ -	\$ -
Replacement Taxes	-	219,344	-	-	-	-
ICCB Grants	5,911,561	-	-	-	-	275,047
Federal Grants	-	-	-	-	-	4,252,689
Tuition & Fees	9,488,008	742,468	-	-	145,270	-
Charges for Services	22,872	39,695	-	-	1,388,046	-
Interest	133,419	15,181	83,852	11,280	44,893	5,872
Other Revenues	52,490	30	34,002	-	80,498	118,992
Total Revenues	<u>19,328,924</u>	<u>2,401,677</u>	<u>282,113</u>	<u>1,403,863</u>	<u>1,658,707</u>	<u>4,652,600</u>
<b>EXPENDITURES</b>						
Payroll	5,705,467	493,021	-	-	872,239	719,179
Benefits	1,017,302	112,201	-	-	98,287	152,213
Contractual Services	816,985	251,505	89,286	-	159,663	315,381
Supplies	859,215	125,213	4,728	-	905,759	102,672
Travel	80,239	55	-	-	169,791	32,924
Fixed	8,261	100	-	1,575,724	156,071	306
Utilities	21,240	440,811	-	-	-	-
Capital Outlay	75,846	181,453	705,143	-	29,715	407,418
Other	66,290	530	-	-	45,799	668,437
Scholarships, Student Grants, & Waivers	3,543,482	-	-	-	131,496	2,552,026
Total Expenditures	<u>12,194,327</u>	<u>1,604,889</u>	<u>799,157</u>	<u>1,575,724</u>	<u>2,568,820</u>	<u>4,950,556</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>7,134,597</u>	<u>796,788</u>	<u>(517,044)</u>	<u>(171,861)</u>	<u>(910,113)</u>	<u>(297,956)</u>
<b>TRANSFERS</b>						
Net Transfers	(1,000,796)	10,000	-	-	990,796	-
Total Transfers	<u>(1,000,796)</u>	<u>10,000</u>	<u>-</u>	<u>-</u>	<u>990,796</u>	<u>-</u>
Net Change in Fund Balance	<u>6,133,801</u>	<u>806,788</u>	<u>(517,044)</u>	<u>(171,861)</u>	<u>80,683</u>	<u>(297,956)</u>
Fund Balance - Beginning	14,908,436	3,468,111	15,403,511	357,168	4,546,847	1,089,427
Fund Balance - Ending	<u>\$ 21,042,237</u>	<u>\$ 4,274,899</u>	<u>\$ 14,886,467</u>	<u>\$ 185,307</u>	<u>\$ 4,627,530</u>	<u>\$ 791,471</u>

Illinois Eastern Community Colleges  
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)  
For the Period Ended November 30, 2024

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>REVENUES</b>					
Property Taxes	\$ -	\$ -	\$ 51,741	\$ 1,103,056	\$ 7,817,172
Replacement Taxes	-	-	-	-	219,344
ICCB Grants	-	-	-	-	6,186,608
Federal Grants	-	-	-	-	4,252,689
Tuition & Fees	-	-	-	-	10,375,746
Charges for Services	-	7,344	-	-	1,457,957
Interest	26,477	7,624	42	2,439	331,079
Other Revenues	-	348,355	-	1,428	635,795
Total Revenues	<u>26,477</u>	<u>363,323</u>	<u>51,783</u>	<u>1,106,923</u>	<u>31,276,390</u>
<b>EXPENDITURES</b>					
Payroll	-	-	-	-	7,789,906
Benefits	-	-	-	83,429	1,463,432
Contractual Services	-	4,515	57,200	343,931	2,038,466
Supplies	-	7,096	-	6,436	2,011,119
Travel	-	(2,112)	-	-	280,897
Fixed	-	-	-	533,261	2,273,723
Utilities	-	-	-	-	462,051
Capital Outlay	-	-	-	-	1,399,575
Other	-	(43,513)	-	3,380	740,923
Scholarships, Student Grants, & Waivers	-	260,731	-	-	6,487,735
Total Expenditures	<u>-</u>	<u>226,717</u>	<u>57,200</u>	<u>970,437</u>	<u>24,947,827</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>26,477</u>	<u>136,606</u>	<u>(5,417)</u>	<u>136,486</u>	<u>6,328,563</u>
<b>TRANSFERS</b>					
Net Transfers	-	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>26,477</u>	<u>136,606</u>	<u>(5,417)</u>	<u>136,486</u>	<u>6,328,563</u>
Fund Balance - Beginning	6,307,110	551,565	615	349,566	46,982,356
Fund Balance - Ending	<u>\$ 6,333,587</u>	<u>\$ 688,171</u>	<u>\$ (4,802)</u>	<u>\$ 486,052</u>	<u>\$ 53,310,919</u>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Comparative Combined Balance Sheets - All Funds**  
**November 30, 2024**

Unaudited

	<b>ALL FUNDS</b>	
	<b>Fiscal</b>	<b>Fiscal</b>
	<b>Year</b>	<b>Year</b>
	<b>2025</b>	<b>2024</b>
<b>ASSETS:</b>		
CASH	\$ 16,464,260	\$ 16,201,068
IMPREST FUND	21,300	21,300
CHECK CLEARING	25,500	14,500
CDB PROJECT TRUST	4,614,304	3,947,286
PREPAID EXPENSES	201,276	162,096
INVESTMENTS	27,400,255	30,910,182
RECEIVABLES	3,341,092	2,927,562
ACCRUED REVENUE	273,477	106,260
INTERFUND RECEIVABLES	-	-
INVENTORY	625,408	638,738
OTHER ASSETS	476,041	444,410
FIXED ASSETS (Net of Depr)	32,231,453	24,529,929
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>\$ 85,674,366</b>	<b>\$ 79,903,331</b>
<b>LIABILITIES:</b>		
PAYROLL DEDUCTIONS PAYABLE	\$ 4,762	\$ -
ACCOUNTS PAYABLE	77,178	231,724
DEFERRED REVENUE	50,052	56,214
L-T DEBT GROUP (FUND 9)	8,683,496	2,925,237
OPEB (Prior Year Restated for GASB 75 Implementation)	6,280,647	5,856,409
OTHER LIABILITIES	-	-
<b>TOTAL LIABILITIES:</b>	<b>15,096,135</b>	<b>9,069,584</b>
<b>FUND BALANCES:</b>		
FUND BALANCE	35,472,960	37,304,874
INVESTMENT IN PLANT (Net of Depr)	32,231,453	24,529,929
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(14,964,143)	(8,781,646)
RESERVE FOR ENCUMBRANCES	17,837,961	17,780,590
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>70,578,231</b>	<b>70,833,747</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>\$ 85,674,366</b>	<b>\$ 79,903,331</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES  
OPERATING FUNDS ONLY  
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2023-2025**

College	Category	FISCAL YEAR 2023			FISCAL YEAR 2024			FISCAL YEAR 2025			
		Budget	Spent Thru November	% of Budget	Budget	Spent Thru November	% of Budget	Tentative Budget	Spent Thru November	% of Budget	% of Year
Frontier	Bills		\$ 305,399			\$ 277,898			\$ 300,912		
	Payroll		839,045			845,016			890,165		
	Waivers		413,910			499,130			323,361		
	Totals	\$ 3,873,183	1,558,354	40%	\$ 3,936,161	1,622,044	41%	\$ 4,523,243	1,514,438	33%	42%
Lincoln Trail	Bills		\$ 406,056			\$ 464,577			\$ 406,227		
	Payroll		857,244			856,805			936,945		
	Waivers		627,089			746,495			600,462		
	Totals	\$ 4,727,391	1,890,389	40%	\$ 4,480,373	2,067,877	46%	\$ 4,760,106	1,943,634	41%	42%
Olney Central	Bills		\$ 705,577			\$ 982,813			\$ 851,300		
	Payroll		1,696,817			1,645,638			1,594,069		
	Waivers		527,122			541,127			426,712		
	Totals	\$ 7,402,072	2,929,516	40%	\$ 7,643,937	3,169,578	41%	\$ 7,622,079	2,872,081	38%	42%
Wabash Valley	Bills		\$ 538,969			\$ 715,503			\$ 590,160		
	Payroll		1,196,996			1,123,003			1,073,965		
	Waivers		828,969			908,810			459,757		
	Totals	\$ 6,271,689	2,564,934	41%	\$ 5,915,330	2,747,316	46%	\$ 5,816,006	2,123,882	37%	42%
Workforce Educ.	Bills		\$ 71,754			\$ 71,810			\$ 97,111		
	Payroll		247,490			280,691			279,279		
	Waivers		570,970			822,425			893,483		
	Totals	\$ 2,761,446	890,214	32%	\$ 2,619,370	1,174,926	45%	\$ 2,740,542	1,269,873	46%	42%
District Wide	Bills		\$ 1,727,694			\$ 1,721,031			\$ 1,811,536		
	Payroll		1,353,519			1,668,916			1,424,065		
	Waivers		30,671			238,865			839,707		
	Totals	\$ 10,045,343	3,111,884	31%	\$ 9,886,500	3,628,812	37%	\$ 9,389,968	4,075,308	43%	42%
<b>GRAND TOTALS</b>		<b>\$ 35,081,124</b>	<b>\$ 12,945,291</b>	<b>37%</b>	<b>\$ 34,481,671</b>	<b>\$ 14,410,553</b>	<b>42%</b>	<b>\$ 34,851,944</b>	<b>\$ 13,799,216</b>	<b>40%</b>	<b>42%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Revenues & Expenditures Report**  
**For the Period Ended November 30, 2024**

**Unaudited**

	<b>FY 2025</b>		<b>FY 2024</b>		<b>Increase (Decrease)</b>	
	<b>Amount</b>	<b>% of Total</b>	<b>Amount</b>	<b>% of Total</b>	<b>\$</b>	<b>%</b>
	Property Taxes	\$ 5,105,533	23.49%	\$ 4,116,224	10.93%	\$ 989,309
Replacement Taxes	219,344	1.01%	353,537	0.63%	(134,193)	-37.957%
ICCB Grants	5,911,561	27.20%	6,035,082	14.46%	(123,521)	-2.047%
Tuition & Fees	10,230,475	47.08%	9,933,755	73.28%	296,720	2.987%
Charges for Services	64,192	0.30%	65,899	0.18%	(1,707)	-2.590%
Interest	148,595	0.68%	149,699	0.40%	(1,104)	-0.737%
Other Revenues	50,898	0.23%	60,217	0.11%	(9,319)	-15.476%
	<u>\$ 21,730,598</u>	<u>100.00%</u>	<u>\$ 20,714,413</u>	<u>100.00%</u>	<u>\$ 1,016,185</u>	<u>4.906%</u>

	<b>FY 2025</b>		<b>FY 2024</b>		<b>Increase (Decrease)</b>	
	<b>Amount</b>	<b>% of Total</b>	<b>Amount</b>	<b>% of Total</b>	<b>\$</b>	<b>%</b>
	Salaries	\$ 6,198,488	44.92%	\$ 6,420,069	29.66%	\$ (221,581)
Employee Benefits	1,129,503	8.19%	1,141,610	7.06%	(12,107)	-1.061%
Contractual Services	1,068,490	7.74%	1,186,749	8.82%	(118,259)	-9.965%
Materials	984,428	7.13%	939,323	7.14%	45,105	4.802%
Travel & Staff Development	80,294	0.58%	100,067	0.46%	(19,773)	-19.760%
Fixed Charges	8,361	0.06%	10,174	0.15%	(1,813)	-17.820%
Utilities	462,051	3.35%	580,530	3.02%	(118,479)	-20.409%
Capital Outlay	257,299	1.86%	149,269	1.72%	108,030	72.373%
Other	3,610,302	26.16%	3,882,762	41.97%	(272,460)	-7.017%
	<u>\$ 13,799,216</u>	<u>100.00%</u>	<u>\$ 14,410,553</u>	<u>100.00%</u>	<u>\$ (611,337)</u>	<u>-4.242%</u>

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

	Funding Source	Estimated Budget									
Center for Technology - LTC	CDB	\$11,160,000	[Progress bar: Board Approval to Preliminary Design]								
Applied Technology Center - OCC	CDB	\$3,076,400	[Progress bar: Board Approval to Materials]								
Power Hub - WVC	CDB	\$300,000	[Progress bar: Board Approval to Preliminary Design]								
Parking Lot Resurfacing	CDB	\$918,392	[Progress bar: Board Approval to 100% Completed]								
LTC - Crawford County Recreational Center	Local	\$4,779,011	[Progress bar: Board Approval to 100% Completed]								
LTC - Athletic Facility	2023 Debt Certificates	\$2,400,300	[Progress bar: Board Approval to 100% Completed]								
OCC - 370 kW Solar Array	2023 Debt Certificates	\$1,472,990	[Progress bar: Board Approval to 80% Completed]								
OCC - Salvage Vehicle Storage	Deferred Maintenance	\$40,000	[Progress bar: Board Approval to Materials]								
WVC - Athletic Facility	Insurance Proceeds	\$2,549,720	[Progress bar: Board Approval to 30% Completed]								
LTC - Natatorium Pool Liner Replacement	DCEO Grant	\$212,604	[Progress bar: Board Approval to 60% Completed]								
<b>GRAND TOTAL</b>		<b>\$26,696,813</b>	<b>Board Approval</b>	<b>Preliminary Design</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>	<b>100% Completed</b>	<b>Fully Accepted</b>

11/30/2024

# MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Ryan Gower  
**DATE:** December 10, 2024  
**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the December Personnel Report. Additional information for items 400.1, 400.2, 400.3, 400.4, 400.5, 400.6, & 400.7 have been sent under separate confidential cover.

## **INDEX**

- 400.1. Employment of Personnel**
- 400.2. Position Title Changes**
- 400.3. Special Assignments (Attachment)**
- 400.4. Educational Level Change**
- 400.5. Honorable Dismissal**
- 400.6. Resignation Ratification**
- 400.7. Retirement Ratification**

## PERSONNEL REPORT

### 400.1 Employment of Personnel

#### A. Classified, Non-Exempt

1. Chris Dowds, Maintenance/Groundskeeper, OCC effective January 2, 2025
2. Breeanna Elder, Administrative Assistant to the Dean, OCC, Academic Affairs effective January 2, 2025

### 400.2 Position Title Changes

1. Coordinators of Marketing and Public Information to Coordinators of Marketing and Communications: Chris Forde, Deanna Ratts, Quianna McGee, Cameron Ireland, and Derek Dunn

### 400.3 Special Assignments (Attachment)

### 400.4 Educational Level Change

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Clare Roosevelt	BA+16	MA	\$1,000

### 400.5 Dismissal of Personnel

1. Robin Johnson, Business Office Assistant, FCC, Business Operations effective November 22, 2024

### 400.6 Resignation Ratification

1. Paul Bruinsma, Chief Academic Officer, DO effective December 6, 2024
2. Caleb Dunn, Maintenance/Groundskeeper, FCC effective December 2, 2024
3. Sueko Davis, Custodian, LTC effective December 18, 2024
4. Holly O'Brien, Mental Health Specialist, DO effective January 2, 2025

### 400.7 Retirement Ratification

1. Doug Shipman, Director of Business, OCC, Business Operations effective April 18, 2025.
2. Rodney Raney, Program Director, Adult Education, Academic Affairs effective March 1, 2025.