

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**IECC Board of Trustees Meeting**

**Tuesday, April 21, 2026**



**Location:**

**Frontier Community College, Bob Boyles Hall  
2 Frontier Drive  
Fairfield, IL 62837**

**Dinner – 5:30 p.m.  
Meeting – 6:15 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, April 21, 2026  
6:15 p.m.**

**Frontier Community College, Bob Boyles Hall  
2 Frontier Drive  
Fairfield, IL 62837**

1. Call to Order & Roll Call Chairman Carter
2. Welcome from the Chair Chairman Carter
3. Recognition of Visitors and Guests President Kakac
  - A. Visitors and Guests
  - B. IECCEA Representative
4. Public Comments
5. Oath of Office and Seating of Student Trustee Sonja Holtz
6. Naming Rights & Resolution Honoring Jerry Cox Chancellor Gower 5
7. Reports
  - A. Trustees
  - B. Chancellor
    - i. Divisional Operation Plan Update Vice Chancellors
8. Approval of Consent Agenda Chancellor Gower

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13. Bid Committee Report	Chancellor Gower	
A. None.		
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A. 2(c)(1) Employment/Appointment Matters		
B. 2(c)(2) Collective Negotiating Matters		
C. 2(c)(12) Litigation		
16. Approval of Executive Session Minutes	Chancellor Gower	
17. Approval of Personnel Report	Mrs. McDowell	65
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19. Adjournment		

## MEMORANDUM

**TO:** IECC Board of Trustees  
**FROM:** Ryan Gower, Ph.D., Chancellor  
**DATE:** April 21, 2026  
**RE:** Naming Rights and Resolution Honoring Jerry Cox

This month the IECC Board is recognizing the longstanding generosity and support of Jerry Cox to Illinois Eastern Community Colleges, and specifically to Frontier Community College, and considering granting the naming of the new athletic facility, and certain spaces within it, in his honor.

Mr. Cox's support of IECC has been both sustained and impactful. His contributions have included scholarship funding for students in Allied Health and Nursing programs, a prior estate commitment that established naming rights for the Clemence Elizabeth Cox Building, and a recent \$200,000 gift supporting the development of the new athletic facility. In addition, Mr. Cox has made a further estate commitment of significant value that will continue to benefit students for years to come.

Taken together, these contributions reflect a pattern of leadership and generosity that aligns with the District's policy, standards for major donor recognition, and naming opportunities.

Based on this history of support and the anticipated long-term impact of his most recent commitments, the proposed resolution recommends naming the new athletic facility at Frontier Community College the **Jerry Cox Athletic Center**, and designating the competition floor as the **Jerry Cox Court**.

I ask that the Board approve the resolution honoring Mr. Cox's contributions and granting him naming rights to the spaces indicated above.

**ILLINOIS EASTERN COMMUNITY COLLEGES  
BOARD OF TRUSTEES RESOLUTION  
HONORING JERRY COX**

WHEREAS, Jerry Cox has demonstrated a longstanding commitment to Illinois Eastern Community Colleges and Frontier Community College through his sustained support of student success; and

WHEREAS, over many years, Mr. Cox has provided meaningful scholarship support to students in Allied Health and Nursing programs, directly advancing access to education and strengthening the region's healthcare workforce; and

WHEREAS, Mr. Cox previously made a significant estate commitment that established naming rights for the Clemence Elizabeth Cox building on the Frontier Community College campus, creating a lasting legacy in honor of family and community; and

WHEREAS, during the development of the College's new athletic facility, when construction budgets presented challenges, Mr. Cox stepped forward with a generous gift of \$200,000, enabling the installation of a higher quality athletic floor and enhancing the experience for student-athletes and the broader community; and

WHEREAS, Mr. Cox has now made an additional estate commitment of substantial and transformative value, which will have a lasting and meaningful impact on the future of Frontier Community College and the students it serves; and

WHEREAS, the Illinois Eastern Community Colleges Board of Trustees recognizes that this sustained pattern of generosity, leadership, and belief in the mission of the College warrants permanent recognition consistent with the District's naming standards;

NOW, THEREFORE, BE IT RESOLVED that the Illinois Eastern Community Colleges Board of Trustees does hereby express its sincere gratitude and appreciation to Jerry Cox for his exceptional support and lasting contributions; and

BE IT FURTHER RESOLVED that, in recognition of his generosity and impact, the Board of Trustees approves the naming of the new athletic facility at Frontier Community College as the **Jerry Cox Athletic Center**, and the competitive court within that facility as the **Jerry Cox Court**; and

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the Board of Trustees and that a copy be presented to Mr. Cox as a token of the District's appreciation.

ADOPTED this 21<sup>st</sup> day of April, 2026, by the Board of Trustees of Illinois Eastern Community Colleges, District No. 529.

1. Call to Order & Roll Call – Chairman Gary Carter called the meeting to order at 6:15 p.m. and directed Board Secretary Sonja Holtz to call the roll.

Susan Batchelor:	Present
Roger Browning:	Present
Gary Carter:	Present
Brenda Culver:	Present
John McLaughlin:	Present
Jan Ridgely:	Present
Mireya Rose (arrived at 6:48 p.m.):	Present
Barbara Shimer:	Present

Present: 7, Absent: 0.

2. Welcome from the Chair – Chairman Carter welcomed all who were present for the meeting.

### 3. Recognition of Visitors and Guests

3.A. Visitors and Guests – Cassandra Goldman, Nixie Hnetkovsky, Bobby Moyes, and Quianna McGee

3.B. IECCEA Representative – Nixie Hnetkovsky reported that faculty are progressing toward the summer term, registration opened last week.

3.C. Recognition of Student Trustee Mireya Rose – The Board recognized Student Trustee Mireya Rose for her service to the Board of Trustees and the IECC district. Ms. Rose is a student at Wabash Valley College. The next student trustee, Samantha Coomer, is a student at Frontier Community College and will be seated during the April 2026 Board of Trustees meeting at Frontier Community College.

### 4. Public Comments - None

### 5. Reports

5.A. Trustees – Trustee Culver reported on community input, campus-related matters, and recognized Terry Bruce’s birthday. Trustee Batchelor commended Administration and all involved for their rapid response efforts in supporting displaced workers from Champion Laboratories.

5.B. Chancellor – In addition to his submitted electronic report, Chancellor Gower expressed appreciation for the Rapid Response Team, with special recognition of Sharmila Kakac and the leadership team. An athletics update included discussion of the financial impact resulting from not meeting targeted goals for the year. It was also reported that the LTC natatorium roof sustained wind damage; repairs are fully covered by insurance and include a 20-year warranty.

Graduation ceremonies will be held on May 15<sup>th</sup>, with trustees attending across district campuses.

5.C. IECC Food Services Report – Mr. Simpson, Vice Chancellor of Business Operations, presented a report on food service operations across IECC’s four campuses, noting variations in services, staff, and hours, along with ongoing challenges such as low student usage, rising costs, and annual operating losses.

#### 6. Approval of Consent Agenda

Motion to approve the consent agenda as presented. This motion, made by John McLaughlin and seconded by Susan Batchelor, Carried.

Mireya Rose (Student Trustee): Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea

Yea: 7, Nay: 0, Absent: 1

6.A. Disposition of Minutes – Open meeting minutes as prepared for the regular meeting held on January 20, 2026 were presented for approval.

#### 7. Action on Items Removed from Consent Agenda - None

#### 8. Policy First Reading (and Possible Approval) - None

#### 9. Policy Second Reading - None

#### 10. Staff Recommendations for Approval

##### 10.A. & 10.B FY25 Audit & 2027-2029 Academic Calendar

Motion to approve the resolution to formally accept the FY2025 Audit prepared by Martin Hood PLLC **Document Registry 26-03-01** and 2027-2029 Academic Calendar **Document Registry 26-03-02**. This motion, made by Roger Browning and seconded by Barbara Shimer, Carried.

Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 7, Nay: 0

#### 11. Bid Committee Report

Motion to approve the acceptance of the bids from Southwester Travel Group for a total of \$55,458 for the TRIO Upward Bound Education Trip 2026 and Bruce Unterbrink Construction, Inc., Greenville, IL for a total of \$1,345,000 for the Science Lab Renovation at Olney Central College Wattleworth Hall. **Document Registry 26-03-03** This motion, made by Roger Browning and seconded by John McLaughlin, Carried.

Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 7, Nay: 0

#### 12. District Finance

12.A. Financial Report – Chief Financial Officer Ryan Hawkins presented the Financial Report.

### 12.B. Approval of Financial Obligations

Motion to approve payment of district obligations for February 2026 in the total amount of \$1,173,097.58 and March 2026 in the total amount of \$1,124,227.32. This motion, made by Jan Ridgely and seconded by Barbara Shimer, Carried.

Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 7, Nay: 0

### 13. Executive Session

Motion to enter executive session at 7:57 p.m. This motion, made by Brenda Culver and seconded by Susan Batchelor, Carried.

Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea  
Yea: 7, Nay: 0

Motion to exit executive session at 9:58 p.m. This motion, made by Brenda Culver and seconded by Susan Batchelor, Carried.

Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea  
Yea: 7, Nay: 0

#### 13.A. 2(c)(1) Employment/Appointment Matters

#### 13.B. 2(c)(2) Collective Negotiating Matters

#### 13.C. 2(c)(12) Litigation

### 14. Approval of Executive Session Minutes - None

### 15. Approval of Personnel Report

#### 400.1 Employment of Personnel

1. David Murphy, Custodian, OCC, effective March 30, 2026
2. Kera Vinson, Head Volleyball Coach & Student Life Coordinator, FCC, Student Affairs effective May 26, 2026

#### 400.2 Resignation Ratification(s)

1. Taylor Dahlberg, Theater Director, LTC, effective May 20, 2026
2. Colin Walls, Custodian, LTC, effective March 6, 2026

#### 400.3 Retirement Ratification

1. Tammie Bohnhoff, Math Instructor, OCC, AA effective August 5, 2026
2. Rena Gower, Director of Learning Commons, LTC, effective April 3, 2026
3. Robert Conn, Dean of Instruction, WVC, AA effective March 6, 2026

#### 400.4 Reemployment of Bargaining Unit Faculty for the 2026-2027 Academic Year

##### A. Continuation of Tenure

TOSHA	BAKER	KRISTINA	ISAAC	ERIC	SCHELLE R
SCOTT	BALDING	LAURIE	JENKINS	KIMBERL EY (Kim)	SCHUCKE R
SHASTA	BENNETT	JOHN	KENDALL	NICHOLA S	SHORT
SARAH	BERGBOW ER	ANDREW	KING	SHIRLEY	SMITHEN RY
BENJAMI N	BOMER	TINA	LINDLEY	PHILIP	THORSEN
CARRIE	BROWN	AARON	LINEBERRY	DANIELLE	TRAPP
TYLER	BROWNING	CURTIS	MARSHALL	KIMBERL Y	WELLEN
MEGAN	BUNNAGE	CHRISTI AN	MATHEWS	KINSEY	WHITAKE R
CARLA	CADWALAD ER	TRAVIS	MATTHEWS	DUSTIN	WIGGINS
BECKY	COLEMAN	RODNEY	MAXEY	ANGELIA	WILLIAMS
DAVID	DENTON	AMIE	MAYHALL	JILL	WINTER
CHERYL	DILL	JESSICA	MCDONALD MCMURRA Y	CONNOR	YORK
MAVERIC K	FISHER	ANDREW	MONGE	DENNIS	YORK
TODD	GILL	MARY (LINDA)	OCHS	JOSEPH	YOUNG
JARED	GULLETT	BRITTAN Y			
ALEXAND RA	HAMBLIN	KELLY	PAYNE		
ELAINE	HASTY	JODI	PEACH		
TRACY	HICKS	KYLE	PEACH		
NIXIE	HNETKOV S KY	ANDREW	PITTMAN		
STEVE	HNETKOV S KY	RICHARD	POSKIN		
RONDA	HOCKGEI G ER	LISA	RAUCH		
LISA	HOIPKEM I ER	DOUG	ROBB		
JASON	HORTIN	CLARE	ROOSEVEL T		

##### B. Initial Tenure

AUSTIN	ALEXANDER	MAR I	YAMATO
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**C. Non-Tenure**

BROOKE	BOWER	JOHN (JACK)	KNITTLE
JENA	COMBS	BRITTANY	ROSE
JULIE	DEHART	BRIANNA	TROWBRIDGE
ABIGAIL	HOLDRIETH	KATHLEEN	WHITE

Motion to approve the personnel report as presented. This motion, made by John McLaughlin and seconded by Brenda Culver, Carried.

Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea  
 Yea: 7, Nay: 0

16. Litigation - None

17. Adjournment

Motion to adjourn at 10:06 p.m. This motion, made by Mireya Rose and seconded by Jan Ridgely, Carried.

Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea  
 Yea: 7, Nay: 0

Approved: Chairman: \_\_\_\_\_

Secretary: \_\_\_\_\_

1. Call to Order & Roll Call – Chairman Gary Carter called the meeting to order at 12:00 p.m. and directed Board Secretary Sonja Holtz to call the roll.

Susan Batchelor: Present  
Roger Browning: Present  
Gary Carter: Present  
Brenda Culver: Present  
John McLaughlin: Present  
Jan Ridgely: Present  
Barbara Shimer: Present  
Present: 7, Absent: 0.

Also present are Chancellor Ryan Gower and Board Secretary Sonja Holtz.

2. Public Comment - None

3. Executive Session - None

3.A. 2(c)(1) Employment/Appointment Matters

3.B. 2(c)(2) Collective Negotiating Matters

3.C. 2(c)(12) Litigation

4. Other Items – Discussion of personnel matters for the upcoming fiscal year.

5. Adjournment

Motion to adjourn at 1:40 p.m. This motion, made by John McLaughlin and seconded by Jan Ridgely, Carried.

Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea  
Yea: 7, Nay: 0, Absent: 0

Approved: Chairman: \_\_\_\_\_

Secretary: \_\_\_\_\_

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: April 21, 2026  
RE: Program Fee Changes – Two Health Professions Programs

The Radiography and Certified Medical Assistant/Medical Assistant programs are undergoing unrelated fee updates.

Radiography: Effective Fall 2026, the program will transition from ExamSoft testing software to IECC's Canvas Learning Management System for program testing. This change will eliminate the "Testing Fee" charged at actual cost and, based on current costs, will result in an estimated savings of approximately \$177 per student.

Certified Medical Assistant/Medical Assistant: A curriculum change, while having no impact on total program costs, requires a realignment of a \$40 Course Lab Fee currently assessed to HEA 1208 Clinical Procedures I. Beginning Fall 2026, the fee will be divided equally between HEA 1208 Clinical Procedures I and HEA 1218 Clinical Procedures II, with each course assessed \$20.

The Strategic Engagement Planning Council reviewed and approved these fee adjustments. Mr. Chairman, I respectfully request that the Board of Trustees approve these fees effective Fall 2026.

RG/cr

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: April 21, 2026

RE: Nursing Program Fee

On March 21, 2023, the Board of Trustees approved revisions to the required fees for the Nursing Program, including the inclusion of an ATI fee. The agreement IECC entered with Assessment Technologies Institute was an initial three-year agreement that expires with the conclusion of the 2026 academic year.

The proposed three-year agreement includes the ATI Optimal RN Bundle, which provides:

- Curriculum-aligned content mastery assessments
- Standardized proctored exams and diagnostic predictors
- Data-driven remediation tools for at-risk students
- NCLEX-RN preparation resources, including ATI Comprehensive Live Review and Virtual ATI
- Faculty analytics to support early intervention, retention, and program accreditation compliance

The fee would remain as a cost-recovery fee, charged as actual cost, which is estimated to be:

- \$2,995 – August 2026
- \$3,115 – August 2027
- \$3,239 – August 2028

The fee is a one-time assessed fee for first year cohort RN students. Students receive access to ATI resources for the duration of their enrollment through graduation, with select NCLEX preparation products available for up to twelve (12) months following graduation.

I ask the Board's approval of the attached agreement to continue a three-year agreement with Assessment Technologies Institute.

RG/akb  
Attachment



## ATI MASTER LICENSE AND SERVICES AGREEMENT

This ATI Master License and Services Agreement (this “**Agreement**”) is entered into as of the latest date set forth on the signature page hereto (the “**Effective Date**”), by and between Assessment Technologies Institute, L.L.C., (“**ATI**”) and the undersigned Illinois Eastern Community Colleges Consortium (“**Customer**”) (referred to collectively herein as “**the Parties**”) and contains terms and conditions governing Customer’s procurement of Products and Services from ATI.

### 1. PURPOSE; ORDERS.

(a) This Agreement sets forth terms and conditions under which ATI shall license ATI Products and provide ATI Services to Customer. “**Products**” shall mean ATI’s proprietary products or products licensed or supplied to ATI by a third party, including all related books, videos, curriculum content, documentation, manuals, guides, practice and proctored assessments (“**Assessments**”), computer software programs, and other materials, and any copies, in any form or medium delivered or made accessible to Customer, including all updates, upgrades, new versions and revisions thereto made commercially available by ATI and any related services provided by ATI as a part of the ordered Products, such as general maintenance and support services related to the Products. “**Services**” shall mean consulting services, additional implementation services and such other services separately contracted for by the Customer.

(b) Products and Services shall be provided as specifically set forth in an order form executed by the Parties hereunder (each, an “**Order Form**”) and subject to the terms thereof. In addition, Customer may submit orders for additional Products and Services covered by an active Order Form by email. Any such email order shall become binding only upon written confirmation by ATI (including by return email), and upon such confirmation shall constitute an “**Order Form**” for purposes of this Agreement. All Order Forms executed hereunder shall be governed by this Agreement and incorporated herein. In the event of a conflict between the terms of an Order Form and the terms herein, the Order Form shall prevail unless expressly started otherwise therein. Each Order Form shall include (i) a list of the Products licensed to Customer and the quantity of such Products; (ii) the Services contracted for by the Customer and the hours committed for such Services, if any, and (iii) Product/Service fees due, including any specific invoicing periods.

### 2. LICENSE GRANT AND RESTRICTIONS.

(a) License Grant. Subject to the terms herein, ATI grants to Customer a limited, non-exclusive, non-transferrable, non-sublicensable right to access and use the Products delivered or made available online to Customer by ATI (“**License**”), as otherwise set forth in any Order Form solely for the term set forth therein. Products may be used only by Customer’s enrolled students (each, a “**Student**”), administrators, preceptors, faculty, and staff (collectively with Students, “**Authorized Users**”), as identified in the Order Form. Customer acknowledges that its right to use any Products comprised of computer software programs will be web-based only pursuant to the terms of this Agreement and such software will not be installed on any servers or other equipment owned by or provided to Customer. Customer hereby grants to ATI a limited license to use Customer Data (hereinafter defined) as necessary to provide the ATI Products and Services in accordance with this Agreement and any Order Form. Except as expressly provided in this Agreement, Customer retains all right, title and interest in and to Customer Data.

(b) Security of ATI Products. Customer shall supervise use of the Products by Authorized Users and allow only Authorized Users to access the Products. Customer acknowledges ATI’s Technical Requirements. Customer shall prevent Authorized Users from misusing and improperly sharing Products and will prohibit actual or attempted misconduct or violations of test integrity protocols on Assessments, including but not limited to, any copying, reproduction, engaging proxy testers on an Authorized User’s behalf, use of any technology or any third party in furtherance of circumventing testing policies and procedures, and sharing or distributing (beyond Authorized Users) all or part of any Assessment. Customer shall not and shall ensure Authorized Users do not (i) modify, translate, copy, reproduce, disassemble, decompile, or create derivative works of the Products or any portion thereof; and (ii) transfer, loan, rent, lease, distribute, or grant any rights in any form in

or to Products or remove or obscure any copyright or other proprietary notice, labels or proprietary marks therein. Customer, including Authorized Users, shall receive and utilize access information, such as passwords and usernames to permit Product access (“**Access Information**”). Customer shall safeguard against improper sharing or unauthorized use of Access Information. Some Products, such as Program Manager, provide Customer with “**Administrative Tools**” for the sole purpose of managing access to the Product, including the assignment of login identification, passwords, and security question to its Authorized Users. For such Products, Customer shall designate employees to serve as technical administrator of the Product on Customer’s behalf (each an “**Administrative User**”). Only the Administrative Users are permitted to use the Administrative Tools. Customer shall take reasonable steps to prevent unauthorized access to the Product including without limitation, securing the Administrative Tools and Customer shall protect, and require its Authorized Users to protect, the passwords and other log-in information.

(c) Assessments. Customer acknowledges any violation of this Agreement or ATI’s terms regarding ATI IP (defined below), or any misconduct committed by Authorized Users in connection with Assessments may result in invalidation of Assessment scores, immediate suspension and/or termination of Authorized User access to Assessments and Products. ATI may report any actual or suspected violation of the ATI terms of using Assessments to the Customer (and to other third parties and law enforcement authorities as ATI deems appropriate) and will pursue any action necessary to protect the integrity of Products and Assessments, and ATI’s ownership rights therein, which may include civil and criminal penalties. It is a violation of law to copy, reproduce, disseminate, or give others any part of an Assessment or any other Product. Testing integrity is of the highest priority at ATI; Customer agrees to provide all reasonable assistance and related information upon ATI’s request if ATI has a good faith basis to believe an Authorized User has engaged in a violation of these terms or the end user terms at account registration.

(d) Termination of License. ATI may terminate the Agreement and/or any License by written notice (i) with immediate effect if Customer infringes or misappropriates any ATI IP rights, if ATI determines that the security and integrity of any Assessment(s) would be at risk through continued use by Customer, or if Customer breaches any material License provision contained in this section, or (ii) if Customer fails to cure any other material breach of this Agreement within thirty (30) days after receipt of written notice from ATI. Upon expiration of the License term, or in the event of an earlier termination under this section, Customer shall cease use of the Products and ATI shall deactivate Customer’s access to the Products.

### 3. PAYMENT TERMS.

(a) Payment Type. Customer is responsible for paying the amounts owed by Customer. This section is applicable to all payments owed by Customer and the election of a different payment type does not excuse Customer from its obligations in subsection (c) through (f) of this section. Customer may elect to assign payment of Product fees to another party or split the payment of Product fees with another party approved by ATI. Such other payment arrangements must be made through the applicable Order Form. Terms for such payment arrangements will be described in Annex II to the Order Form. For the purpose of clarity, Customer shall pay all Services fees.

(b) Product and Services Fees Payment. Product and Service fees shall be paid pursuant to terms set forth in any Order Form. Unless otherwise provided for in the applicable Order Form(s), all invoices are due and payable net 30 calendar days from the invoice date, however, based on Customer’s credit history, ATI reserves the right to require advance payment of all or a portion of any Order Form. Any amounts which are not paid when due shall bear interest at three percent (3%) per month or the maximum legal rate, if less, provided that the foregoing interest will not apply if Customer is a Public Entity (defined below). Shipping and handling costs, as well as any tax owed by Customer, will be added to the purchase amount. If Customer is tax-exempt, Customer shall provide Customer’s tax-exempt certificate prior to invoicing by ATI. The fee for any student transferring into a cohort after commencement of said cohort shall be prorated based on the number of terms/semesters of such cohort and ATI will adjust Customer’s balance to account for any necessary additional invoiced amounts due to ATI.

(c) Enrollment Count; Customer Invoicing. Where an Order Form is based on enrollment counts, regardless of the payment type as described in Section 3(a) of this Agreement, Customer agrees that, on or before the class start date of each semester/term (first day of classes) for each cohort accessing the ATI Products specified in the Order Form, Customer will send to ATI, via an email, Customer’s estimated student enrollment count for each applicable cohort no



later than seven (7) calendar days prior to each scheduled class start date for each term/semester. ATI will invoice Customer based on each such estimated student enrollment count. If ATI does not receive Customer's estimated student enrollment count via email as described herein, solely to avoid interruption in students' access to ATI Products and Services, ATI will invoice Customer based on ATI's reasonably estimated projection of Customer's student enrollment count, as determined by Customer's past enrollments (or, if Customer is a new client to ATI, based on estimates Customer has provided to ATI at the time of ordering). If Customer fails to email ATI with an actual student enrollment count within thirty (30) days of receipt of an invoice Customer shall not be entitled to a credit. Nothing herein shall relieve Customer of its obligation to report to ATI and pay ATI for increased student enrollment in all applicable cohorts.

(d) Changes to Cohort Members. As ATI pricing is per student, Customer shall promptly notify ATI of any new student(s) joining the program after Customer has commenced use of the ATI Products and Services and Customer or such students shall be responsible for payment of fees to ATI for any additional students joining a cohort. Customer shall provide written notice to ATI of any changes in each cohort list, including additions for new or repeat students (described below) and deletions for student who leave Customer's nursing program. Customer will notify ATI in writing within 30 days of any such change to its student enrollment. If Customer is only ordering shippable products, shipment will happen in conjunction with invoicing of Customer's order. ATI will invoice Customer and/or students for such Products upon shipment.

(e) Repeat Students: If Customer purchases access to any ATI bundle of products and services (such as ATI Complete, Optimal, Supreme, Basic, CARP or any other offered Product) for any cohort(s) and requires any student from a cohort to repeat a term or semester with a different cohort (each referred to as a "Repeat Student"), then Customer (or Student) will pay ATI the standard per-student cost applicable to other students in the Repeat Student's new cohort. For clarity, students that use ATI's Virtual-ATI services (for an additional 12 weeks) are not considered "Repeat Students" under this section.

(f) ATI reserves the right to suspend access to ATI Products in the event that Customer is more than thirty (30) days past due on any undisputed amounts, and Customer agrees that ATI shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to termination or such suspension of access to ATI Products.

(g) Taxes. All fees noted in an Order Form are exclusive of all federal, state, and local laws, sales, use, value added or other taxes, fees, or costs which may be imposed, levied, or assessed against the sale, licensing, delivery, or use of Product(s). Customer shall pay all taxes that may become due as a result of this Agreement, except only ATI's income and payroll related taxes. ATI shall invoice Customer for all such taxes, which may be paid by ATI unless, prior to Product delivery or commencement of applicable Services, Customer provides ATI with a valid tax-exempt certificate.

#### 4. PROPRIETARY RIGHTS.

Customer acknowledges that the Products, Services, related materials, as well as ATI's proprietary information, tools, methods, programs, software, graphics, user interfaces, logos, trademarks, anything developed or delivered by ATI under this Agreement, and all prior developed intellectual property, are and shall remain the sole and exclusive property of ATI or its licensors ("ATI IP") and, other than as expressly set forth in this Agreement, no license or other rights in or to the Products or Services are granted to Customer. For the purpose of clarity, unless otherwise specifically stated in the Order Form related to the Services, all Services are provided on a non-work for hire basis and Customer shall not receive any ownership or intellectual property rights with respect to the Services performed by ATI. Customer's limited right to use such ATI IP shall be governed by this Agreement. ATI Products and Services are protected by copyright and no part of the ATI Products or Services may be resold, licensed, copied, transferred, distributed, stored, reproduced, or disclosed to any third party without written permission of ATI. Customer is not permitted to use any ATI Products material or content for any purpose not expressly permitted herein or in the applicable Order Form. ATI reserves the right to seek all legal and equitable rights and remedies available to ATI for any Customer use of ATI IP in violation of this Agreement without posting bond or security.

#### 5. CUSTOMER OBLIGATIONS

(a) General Obligations. In connection with Customer's use of ATI Products and Services, Customer shall comply with the terms set forth in this Agreement, any Order Form, the Product User Guide as described herein, and

if applicable, the Proctoring Requirements and each for the following obligations:

(i) Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data. Customer will take appropriate measures to ensure its Authorized Users do not upload any patient data into any Products.

(ii) Customer shall not alter, reproduce or copy ATI IP, including that incorporated into the Products, in any way, and shall at all times assure that all copyright and other proprietary notices on Products remain intact, unaltered and prominent. Customer shall never claim or suggest that any Product is other than the intellectual property of ATI or its affiliates.

(iii) Customer shall not allow any person or entity to utilize any Products or Services for whom the applicable fee has not been paid to ATI.

(iv) When applicable, Customer agrees to provide an ADA compliant learning or testing environment suitable for an online or onsite delivery modality for the expected number of participants at no charge to ATI; and

(v) If Customer is the party administering an ATI Assessment, Customer is required to comply with the requirements collectively found in the [Proctor Guide](#) and in the [Proctor Oath](#). Customer will use reasonable methods to prevent cheating and unauthorized copying or distribution of Assessments, including maintaining and enforcing a strict policy that prohibits and sanctions any form of cheating, distribution or use of unauthorized copies of Assessments, or other test misconduct

(h) Product User Guide. In additions to all terms set forth in this Agreement and any applicable Order Form, the [Product User Guide](#) sets forth the requirements and other considerations with respect to Customer's and its Authorized Users' use of the Products, and/or Services ordered by Customer pursuant to an Order Form. The Product User Guide terms are incorporated into this Agreement and Customer agrees to each obligation, requirement and considerations in the Product User Guide as such relate to the Products used by Customer. ATI reserves the right to update or revise the Product User Guide as it deems necessary and at ATI's sole discretion provided that ATI has provided Customer with notice of a change to the Product User Guide. All revisions to the Product User Guide that occur during the Term of this Agreement are incorporated into this Agreement.

(i) Analytics. Some Products and some Services may include data analytics and reporting ("Analytics"). Customer agrees that any Analytics performed by the Products or Services hereunder are intended for the internal business uses of Customer only and that such Analytics and any resulting reports, data, or methodologies used by ATI will not be disclosed by Customer to any third party, unless compelled by law, in accordance with Section 7 of this Agreement.

(j) Program Approval: Customer certifies that Customer's programs have been approved by the required applicable state agency(ies) and entity(ies) with oversight over nursing education programs. ATI reserves the right to verify such approval. If, at any time, any of Customer's nursing education programs should no longer be approved by said agency or entity, Customer will promptly notify ATI of its change in status and, in such case, ATI reserves the right to terminate the applicable Order Forms of this Agreement.

(k) Curriculum Responsibility: Customer acknowledges and agrees that, as between the Parties, Customer retains sole responsibility for and control over its curriculum, instruction of core material, selection and use of ATI resources to support the curriculum, administration of student aid funds, and for decisions related to admission, advancement, assessment, retention and graduation of its students.

(l) High-Stake Use. Customer acknowledges and understands that ATI does not permit or recommend the use of ATI Products or Assessments as the sole criterion to determine student enrollment, expulsion, advancement, graduation, or readiness to sit for any licensure exam ("High-Stakes Use"). ATI disclaims any and all responsibility, liability or obligation in connection with any High-Stakes Use, policy or practice by Customer. Customer shall defend, indemnify and hold harmless ATI and its affiliates, directors, employees, agents, successors and assigns from and against any claim, liability, damage, cost or expense arising out of or related to Customer's High-Stakes Use of any ATI Products provided that, the foregoing indemnification obligation shall not apply to Customer if Customer is a Public Entity, as defined in Section 11(d) below. IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF CUSTOMER TO ENSURE CUSTOMER'S USE OF ATI PRODUCTS AND SERVICES IS COMPLIANT WITH LAWS, REGULATIONS, POLICIES, ACCREDITATION REQUIREMENTS AND STANDARDS APPLICABLE TO CUSTOMER; ATI DISCLAIMS ANY



**OBLIGATION OR LIABILITY ARISING OUT OF CUSTOMER'S FAILURE TO SO COMPLY.**

(m) Prohibited Use. Customer agrees that it and its Authorized Users shall not use ATI Products, directly or indirectly, to train, develop, enhance, inform or improve any artificial intelligence tools, systems, models, or algorithms ("AI Tools"). This prohibition applies irrespective of whether the AI Tools are developed for commercial purposes or not, and regardless of the specific AI Tool application or domain. Customer shall take all precautions to ensure that the ATI Products are utilized, only in a manner consistent with this section and Agreement. ATI reserves the right to monitor Customer's and its Authorized Users use of the Products and take appropriate legal action, including immediately suspending and/or indefinitely terminating Customer's and/or Authorized User access to ATI Products without refund due to a violation of this section.

(n) Remote Proctoring Services. ATI proctored assessments administered by Nursing Program pursuant to this Schedule may be proctored through use of ATI Remote Proctoring Services and Customer shall comply with the ATI Proctoring Requirements found here [Proctoring Requirements](#) for all Nursing Program Classes specified herein. The Parties understand and agree that ATI Remote Proctoring Services are an additional measure of test security designed to enhance the overall integrity of the testing process for ATI's proctored exams and, accordingly, use of ATI Remote Proctoring Services does not relieve Nursing Program of its proctoring obligations or duty to ensure a secure test environment when administering ATI assessments. In addition, ATI may offer ATI Remote Proctoring Services for certain of its NCLEX Review practice assessments, as indicated by ATI during planning discussions with Nursing Program, subject to the same ATI Remote Proctoring Services Terms noted herein.

(o) Live Review and Virtual-ATI. ATI proctored If Customer is ordering ATI Live NCLEX Review Services, Customer's use of these Services is subject to the [ATI Live Review Terms](#). If Customer is ordering ATI Virtual-ATI Services, Customer's use of these Services is subject to the [ATI Virtual-ATI Terms](#).

**6. WARRANTIES AND DISCLAIMERS.**

(a) ATI warrants that (i) for 90 days after delivery of, or Customer receiving access to, the Products, such Products shall be free from known or reasonably knowable material defects in materials under normal use as permitted herein and the relevant Order Form(s) and shall perform in all material respects in accordance with the documentation provided ("**Product Warranty**") and (ii) for 30 days following the performance of Services, such Services shall be performed in a good workmanlike manner consistent with generally accepted industry standards ("**Services Warranty**"). The foregoing Product Warranty and Services Warranty shall not apply if the Product(s) or Service(s), as applicable, has been subject to misuse or modification (other than modification by ATI or its licensors). For a breach of Product Warranty which is reported during the Product Warranty period, ATI shall correct or replace the Product or, if such is not practical in ATI's judgment, refund pro rata amounts paid for such defective Product for the period of nonperformance. For a breach of Services Warranty which is reported to ATI no later than thirty (30) days following performance of the defective Service, ATI shall re-perform such defective Service or, if re-performance is not practical in ATI's judgment, provide to Customer a refund for pro rata amounts paid for the defective portion of the Service. Except for the foregoing warranty, ATI's Products and are provided "as-is" without warranty of any kind.

(b) Customer acknowledges that Products are intended solely for academic purposes and that Authorized Users should NOT rely on the Products as a reference for administering medications or patient care or as a substitute for professional medical judgment. ATI does not assume, and hereby expressly disclaims, any responsibility for, or warranty regarding, Customer's ability to satisfy or meet any accreditation requirements. CUSTOMER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR MONITORING AND VERIFYING ITS INPUT TO THE ATI PRODUCTS AND SERVICES (INCLUDING WITHOUT LIMITATION CUSTOMER DATA), ENSURING THAT NO PROTECTED HEALTH DATA IS STORED IN THE PRODUCTS, AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY FINANCIAL, CLINICAL OR MEDICAL INFORMATION OR OTHER OUTPUT PROVIDED BY ATI PRODUCTS AND SERVICES. ATI shall be entitled to rely on the accuracy, truthfulness and completeness of all Customer input into ATI Products (including Customer Data), and Customer hereby releases ATI from any claims arising out of such improper reliance on Products.

(c) THIS SECTION SETS FORTH ATI'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR BREACH OF WARRANTY. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED. ATI DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, COMPLETENESS AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PRODUCTS OR SERVICES SHALL MEET CUSTOMER'S SPECIFIC REQUIREMENTS, BE ERROR FREE OR UNINTERRUPTED, NOR SHALL ATI BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT, OR DESTRUCTION OF CUSTOMER DATA, FILES OR PROGRAMS. ATI shall have no obligations under this section to the extent the breach is caused by (a) Customer Data; (b) Customer's improper use or modification of a Product; (c) any Authorized User conduct that would violate the requirements of this Agreement if such conduct were taken by Customer; or (d) to the extent applicable, any use of the Administrative Tools, whether authorized or unauthorized, including without limitation the acts and omissions of each Administrative User.

**7. CONFIDENTIAL INFORMATION AND CUSTOMER DATA.**

(a) The Parties agree that (i) ATI's Products, Services, Assessments and all proprietary and copyrighted products and services therein or provided hereunder and any information Customer receives or reviews concerning ATI, including, but not limited to, any trade secrets, know-how, patents, ideas, techniques and technical data, formulae, engineering, data, analytics, trials, results, studies, information concerning ATI's past, present and future research, marketing, financial information, development, operations and business activities, information regarding Products, methods of database creation, ATI's translation, standardization, enhancement, and data analysis techniques, ATI's data reporting methods and formats, ATI's software tools for report creation, distribution and retrieval, associated algorithms, tools, programs, suppliers, customers, employees, software architecture and technology, ATI's security documents, such as, but not limited to, responses to security questionnaires, System and Organizational Controls ("**SOC**") reports, penetration testing reports and Voluntary Product Accessibility Template ("**VPAT**") reports (together "**Security Documents**"), and any other information or material proprietary to ATI or its licensors of which the Customer may obtain knowledge or access from ATI during ATI's performance hereunder, and (ii) any other non-public, confidential or proprietary information of ATI, this Agreement and any Order Forms, are confidential information of ATI ((i) and (ii), collectively, "**ATI Confidential Information**"). ATI Security Documents and Assessments are an ATI trade secret and protected under the US Defend Trade Secrets Act. Personal or academic information regarding Students and information about Customer submitted to ATI or any ATI Product or system by Customer or Customer's staff or Students ("**Customer Data**") is confidential information of Customer (collectively, "**Customer Confidential Information**"); and (iii) each Party may receive or have access to confidential and proprietary information ("**Receiving Party**") of the other Party ("**Disclosing Party**"), whether orally or in writing, that is marked as confidential or that should reasonably be understood to be confidential given the nature of the information (collectively, "**Confidential Information**"). Confidential Information shall not include any information that is (i) generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any confidentiality obligation; (iii) independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information (as evidenced by written record); or (iv) received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written consent or, with respect to any Student-specific information, with express written permission from the Student about whom such Customer Confidential Information pertains. Each Party shall protect the Confidential Information of the other Party in the same manner that it protects its own confidential and proprietary information, but in no event less than reasonable care. If Receiving Party is compelled by law or order of a governmental body with competent jurisdiction to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent permitted by law). Each Party reserves the right to seek injunctive relief, in addition to any other remedies available at law, to protect its Confidential Information.

(b) Customer acknowledges that ATI and its licensors may collect, compile, and use statistical, diagnostic, technical, or general usage information and



data related to the operation, performance, and use of the Products and Services by Customer (“**Usage Data**”). ATI may aggregate, de-identify, and/or anonymize Usage Data such that it does not identify Customer Confidential Information, personally identifiable Customer Data, identity of Authorized Users, or Customer’s name. As between the parties, ATI retains all right, title, and interest, including all intellectual property and proprietary rights, in and to such aggregated, de-identified, and/or anonymized Usage Data.

(c) ATI has not agreed to and does not agree to treat as confidential any suggestion, enhancement request, customization request, recommendation or idea for improving or otherwise modifying any of ATI’s Products or Services (“**Feedback**”) that Customer or any Authorized Users provide to ATI. Nothing in this Agreement or in the Parties’ dealings arising out of or related to this Agreement will restrict ATI’s right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or any Authorized User.

#### 8. INDEMNIFICATION.

(a) **ATI Indemnification.** Subject to this section, ATI shall defend, indemnify and hold harmless Customer against a third-party claim against Customer claiming that Products, when used in accordance with ATI Product manuals and guides and this Agreement, infringes a valid patent or registered copyright, or misappropriates a trade secret of a third party, ATI shall defend Customer and indemnify Customer from losses, damages, penalties, fines, costs or other expenses (including reasonable attorneys’ fees) the damages and costs finally awarded against Customer by a court or similar governmental body of competent jurisdiction resulting from such third party-claim, but only if (i) Customer notifies ATI promptly upon learning that a third-party claim covered by this section has been or might be asserted, (ii) ATI has sole control over the defense of the action and any negotiation for its settlement or compromise, and (iii) Customer fully cooperates in ATI’s defense of such action. ATI shall have no obligation or liability under this section to the extent the action results from (i) a modification or improper use of such Product, (ii) the failure to promptly replace a Product with a new Product when notified by ATI that the replacement Product would have eliminated the actual or alleged infringement or misappropriation, (iii) the use of any non-ATI product, information, design, specification, instruction, software, data, or material in combination with the Product where such infringement would not have arisen but for such combination, (iv) Customer Data; (v) ATI’s compliance with designs, plans or specifications furnished by Customer; or (vi) to the extent applicable, any use of the Administrative Tools, whether authorized or unauthorized, including without limitation the acts and omissions of each Administrative User. If a covered claim described in this section may be or has been asserted, Customer shall permit ATI, at ATI’s option and expense, to (x) secure the right for Customer to continue using the Product, (y) replace, modify, or create a workaround for the Product to eliminate the infringement or misappropriation while providing functionally equivalent performance, or (z) terminate the applicable License and, upon Customer’s return of the infringing Product, refund to Customer the amount actually paid to ATI for such Product. THIS SECTION SETS FORTH ATI’S SOLE LIABILITY AND CUSTOMER’S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM.

(b) **Customer Indemnification.** Customer shall indemnify, defend and hold harmless ATI against any third party claim and shall indemnify ATI from all losses, damages, penalties, fines, costs or other expenses (including reasonable attorneys’ fees) to the extent such claim relates to (i) Customer Data or Customer’s improper use of the Products, (ii) Customer’s breach of this Agreement; or (iii) where applicable, the unauthorized use of, or access to, the Administrative Tools by persons other than an Administrative User, or misuse of the Administrative Tools by an Administrative User.

#### 9. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCE SHALL EITHER PARTY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS OR AFFILIATES BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. (B) A MAXIMUM AGGREGATE AMOUNT EXCEEDING THAT WHICH CUSTOMER ACTUALLY PAID TO ATI FOR THE SPECIFIC PRODUCT WHICH IS THE SUBJECT OF SUCH LIABILITY IN THE PRIOR TWELVE (12) MONTHS, PROVIDED, HOWEVER, THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO CUSTOMER’S MISAPPROPRIATION OF ATI’S INTELLECTUAL PROPERTY, MISUSE OF THE ADMINISTRATIVE TOOLS OR CUSTOMER’S OBLIGATION TO MAKE FULL PAYMENT OF ALL AMOUNTS DUE HEREUNDER.

#### 10. TERM

(a) **Term.** Unless earlier terminated as provided in this Agreement, this Agreement commences on the Effective Date and shall continue for twelve (12) months following the expiration or termination of the last Order Form(s) hereunder and the obligations and requirements of the last Order Form(s) have been completed (“**Term**”). The term of each Order Form shall be as set forth in the Order Form.

(b) **Termination as a Result of Breach.** If a party breaches any material provision of this Agreement, the non-breaching party may begin the process of terminating this Agreement by giving written notice of termination to the breaching party. If the breach is capable of being cured and is reasonably cured by the breaching party within 60 days after receipt of the notice of termination, the termination will not become effective. If the breach is not capable of being cured or is not reasonably cured by the breaching party within 60 days after receipt of the notice of termination, this Agreement shall terminate. Notwithstanding the foregoing, a breach that involves failure to make payment as required herein will permit the non-breaching party to terminate this Agreement with immediate effect, but such termination shall not excuse the breaching party from its payment obligations. Any termination of this Agreement shall automatically terminate all Order Forms then in effect

(c) **Termination of Order Form.** Order Forms are non-cancellable, except as provided herein, and are nonrefundable. An Order Form only may be terminated for the reason and through the processes described in Section 10(b) above.

#### 11. MISCELLANEOUS.

(a) **No Agency.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

(b) **Force Majeure.** Neither Party shall be considered in breach of its obligations under this Agreement due to any failure to perform such obligations arising out of causes beyond the reasonable control, and without the fault or negligence, of such Party. Such causes shall not excuse Customer’s payment obligations hereunder. If any such causes continue to prevent or delay performance for more than 180 days, ATI may terminate this Agreement, effective immediately upon notice to Customer.

(c) **Notice; No Waiver.** All notices or approvals required or permitted under this Agreement shall be given in writing and signed by the authorized representatives of the Parties hereto. All such notices shall be hand delivered or sent to the Parties’ respective addresses first set forth above or to such other address as either Party may specify by written notice to the other. No failure or delay by either Party to exercise any right or remedy specified herein shall be construed as a current or future waiver of such remedy or right, unless said waiver is in writing.

(d) **Entire Agreement; Amendments; Survival.** This Agreement, together with the Order Forms, constitutes the entire agreement of the Parties and supersedes all prior written or oral agreements or understandings. This Agreement shall override and replace all terms contained in any Customer purchase order accepted by ATI. These terms supersede and exclude all prior or contemporaneous proposals, understandings, agreements, negotiations, and representations, whether oral or written, with respect to the subject matter of this Agreement. This Agreement may be superseded or modified solely by separate written agreement signed by both Parties. All provisions of this Agreement that by their nature are intended to survive expiration or termination shall survive.

(e) **Governing Law.** If the Client is a government entity or a political subdivision of a federal, state, or local government within the United States (“**Public Entity**”), this Agreement will be governed by the laws of the state in which such Client is located, without reference to: (i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties’ rights or duties; (ii) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (iii) other international laws. If the Client is not a U.S. Public Entity, this Agreement will be governed solely by the laws of the State of Kansas, without reference to (i) through (iii) listed above. In the event of any action related to this Agreement, the court shall have the power to award costs and attorney’s fees to the prevailing Party in such action, unless Customer is a Public Entity in which case, the foregoing shall not apply.

(f) **Waiver of Jury Trial.** EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER.

(g) **Assignment.** Neither Party may assign any of its obligations, rights or remedies hereunder, in whole or in part, without the express written approval



of the other Party, except that either Party may assign this Agreement, in whole or in part, to any affiliates or in connection with any merger, consolidation, reorganization, or sale of all or substantially all of its assets or similar transaction. This Agreement will be binding upon, will inure to the benefit of, and will be enforceable by the Parties and their respective successors and assigns. Any attempted assignment, transfer, or other conveyance in violation of this section shall be null and void.

(h) Restricted Government Rights. The Products were developed solely at private expense, contain "restricted computer software" submitted with restricted rights in accordance with the US FAR 52.227-19 (a) through (c) of the Commercial Computer Software License (Dec 2007) Clause and its successors, and in all respects is proprietary data belonging to ATI and/or its suppliers. For US Department of Defense units, the Products are considered commercial computer software in accordance with US DFARS 227.7202-3 and its successors, and use, duplication, or disclosure by the US Government is subject to the restrictions set forth herein.

(i) Publicity. Customer hereby permits ATI to use Customer's name and logo in ATI's list of customers and ATI Complete Partnership customers, including but not limited to in ATI's marketing and website materials, provided that ATI shall not include any statement indicating Customer's endorsement of ATI or any ATI Product without Customer's express written authorization. Any use beyond the foregoing shall require Customer's prior written permission.

(j) Severability. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

(k) Export Regulations. Customer acknowledges that ATI Products are subject to export controls and agrees to strictly comply with all applicable U.S. export controls and regulations and will not export any ATI deliverables outside of the U.S.

(l) Counterparts. This Agreement may be executed in one or more counterparts (including electronically), each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.



IN WITNESS WHEREOF, the individuals below, being duly authorized representatives of the Parties hereto have executed this Master License and Services Agreement.

**Customer:**

**ATI:**

**Illinois Eastern Community Colleges Consortium**

**Assessment Technologies Institute, LLC**

By: Atani Frederick  
Name: Atani Frederick  
Title: Associate Dean of Allied Health  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Mike Lynch  
Title: Senior Vice President of Sales  
Date: \_\_\_\_\_

**Notice:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notice:** Assessment Technologies Institute, LLC  
11161 Overbrook Road  
Leawood, KS 66211, USA  
Attention: Contracts Department  
Email: [AscendContracts@ascendlearning.com](mailto:AscendContracts@ascendlearning.com)

Attention: \_\_\_\_\_  
Email: \_\_\_\_\_



**ORDER FORM**

**Bundle**

<b>Parties:</b>	Assessment Technologies Institute, LLC <b>(“ATI” or “Service Provider”)</b>	Frontier Community College <b>(“Nursing Program” or “Customer”)</b>
<b>Order Form Effective Date:</b>	As of the latest date set forth on the signature page hereto.	
<b>Governing Terms:</b>	This Order Form (“ <b>Order Form</b> ”) adopts and incorporates by reference the terms and conditions of the ATI Master License and Services Agreement (“ <b>Agreement</b> ”) between the Parties dated March 23, 2026. All capitalized terms used in this Order Form but not defined herein shall have the meanings as set forth in the Agreement.	
<b>Products and Services:</b>	Nursing Program will purchase the ATI Products and Services listed on <b>Annex I</b> for all Cohorts with a start date during the Order Period.	
<b>Term:</b>	This Order Form covers Nursing Program’s license of ATI Products and Services for all Nursing Program cohorts with a start date during the period beginning July 1, 2026, and ending June 30, 2029 (“ <b>Order Period</b> ”). Per Student Fees are adjusted annually on July 1, in coordination with the release of Product Innovations. Cohorts starting after July 1 in any year of this Order Form will be charged the adjusted fees as shown in the Cohorts and Payment Schedule section of <b>Annex I</b> .	
<b>License Term:</b>	The License Term shall be from the Order Form Effective Date through the graduation date of the last cohort shown on Annex I, or any Extension thereto. For certain products, as described in the User Guide, students will retain access to such Products for twelve months following graduation.	
<b>Renewal Terms:</b>	Upon expiration of the Initial Term, this Order Form shall renew for consecutive 12-month periods (together with the Initial Term, the “Order Form Term”), unless either Party provides written notice of nonrenewal at least 60 days prior to the end of the then-current Order Form Term or the Order Form or the Agreement is earlier terminated in accordance with the Agreement. Per Student Fees are adjusted annually on July 1 and, in the case of a Renewal Term, the Per Student Fees will be the then-current retail price.	
<b>Payment Terms:</b>	Net 30	
<b>Payment Type:</b>	Institution Pay	
<b>Cohorts:</b>	This Order Form covers all Nursing Program cohorts with a start date beginning during the Order Period. The anticipated cohort schedule is set forth on <b>Annex I</b> .	
<b>Payment Schedule:</b>	ATI will invoice Nursing Program pursuant to the payment schedule set forth on <b>Annex I</b> .	
<b>Product Innovations:</b>	ATI agrees to provide Nursing Program with annual product innovations as part of the standard bundle purchased pursuant to this Order Form. Standard Innovations become available with Products and Services July 1 of each year. Standard Innovations are part of bundle, such as updates, enhancements, or new features, that ATI, in its sole discretion, determines to be part of the standard bundle offering. Innovations that are not part of the standard bundle, or that are offered as premium or optional features, may be subject to additional fees and terms, which will be communicated to Nursing Program separately. Nursing Program may elect to purchase innovations for pre-existing cohorts in <b>Annex I</b> by contacting ATI in writing and either (a) executing an Order Form for such purchase or (b) obtaining written confirmation from ATI that the purchase is approved. The	



	price for any such pre-existing cohorts will be increased to match the then-current price, prorated for the remaining length of each such cohort.
<b>Other Terms:</b>	See additional Applicable Terms on <b>Annex II</b> , if any. For Bundles purchases that are institutional or Split pay only: In the event the estimated student enrollment count changes within thirty (30) days of receipt of invoice, Customer may request via email a one-time enrollment count adjustment (“Rebill”) from ATI via an email providing the actual enrollment count, provided that, in all cases, Customer is obligated to inform ATI, and agrees that it shall inform ATI, if the actual Student Enrollment exceeds the estimated Student Enrollment previously reported to ATI. In each such instance of Rebill, ATI will adjust Customer’s invoice to account for the updated enrollment count, which will include (i) an invoice for additional invoiced amounts due to ATI if the number of students in the actual student enrollment count increased over the estimated student enrollment count or (ii) a credit for amounts invoiced in excess of the actual student enrollment count to be provided to be applied to next invoice

Billing information to be completed by Customer		
<b>Nursing Program’s Billing Address, if applicable:</b>	<b>Nursing Program’s E-mail:</b>	<b>Nursing Program’s Phone Number:</b>
<b>PO Number (or N/A):</b>		

**Check if Customer is tax exempt. If tax-exempt, Customer must provide a copy of Customer’s tax exemption certificate upon signing of the Agreement.**

This Order Form is duly executed by an authorized representative of :	
<b>Customer:</b>	
By: _____	
Name: <u>Alani Frederick</u>	
Title: <u>Associate Dean of Allied Health</u>	
Date: _____	
<b>ATI: Assessment Technologies Institute, LLC</b>	
By: _____	
Name: _____	
Title: _____	
Date: _____	



**ANNEX I**

Product Bundle	Per Student Fees Year 1	Per Student Fees Year 2	Per Student Fees Year 3	Per Student Fees Year 4
OPTIMAL Bundle - RN	\$2995	\$3115	\$3239	

<b>Estimated Annual Tax</b>	\$0.00
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**Products Included:**

ATI Enhanced or Remote Proctoring  
 Engage Pathophysiology RN  
 Flashcards with Claire AI  
 RN ATI Comprehensive Live NCLEX Review  
 RN BoardVitals  
 RN e-books  
 RN Review Modules  
 Setup Fee

ATI Essentials RN - Module A:  
 ATI Plan Student Orientation  
 Next Gen Questions Overview  
 Nurse Logic  
 Pulse Student Success Predictor  
 Learning System Adaptive  
 Self Assessment Inventory  
 RN NCLEX Experience  
 Video Case Studies

ATI Essentials RN - Module B:  
 Civility Modules  
 Dosage & Calc Tutorial  
 RN Dosage & Calc Proctored Assessments  
 Engage Fundamentals RN  
 Skills Modules  
 Engage Community & Public Health RN  
 Engage Mental Health RN  
 Engage Adult Medical Surgical RN  
 Engage Maternal Newborn RN  
 Engage Pediatrics RN  
 Engage Pharmacology RN



ATI Essentials RN - Assessment Module:  
Custom Assessment Builder  
RN Assessment & Remediation (9 content areas)  
RN Comprehensive Predictor

ATI Essentials RN - Module C:  
EHRTutor  
HealthAssess  
Nurse's Touch  
Nurse's Touch Informatics and Technology Practice Assessment  
RN Real Life Clinical Reasoning Scenarios  
Virtual Clinicals Swift River

ATI Essentials RN - Assessment Module Proctored:  
RN Assessment & Remediation (9 content areas)  
RN Comprehensive Predictor  
Critical Thinking Entrance/Exit exams



**Cohorts and Payment Schedule:**

<b>Nursing Program Cohorts (anticipated graduation)</b>	<b>Estimated Students</b>	<b>Name</b>	<b>Per Student Payment</b>	<b>Installment Amount</b>
0530 - RN Institution Pay				
	25	Payment 1 of 1	\$3,239.00 August 2028	\$80,975.00
<b>Est. Cohort Total: \$80,975.00</b>				
0529 - RN Institution Pay				
	25	Payment 1 of 1	\$3,115.00 August 2027	\$77,875.00
<b>Est. Cohort Total: \$77,875.00</b>				
0528 - RN Institution Pay				
	25	Payment 1 of 1	\$2,995.00 August 2026	\$74,875.00
<b>Est. Cohort Total: \$74,875.00</b>				

<sup>1</sup>Per Student Fees are adjusted annually on July 1, in coordination with the release of Product innovations. Cohorts or individuals starting after July 1 in any year of this Order Form will be charged the adjusted fees. If Nursing Program elects to extend this Order Form beyond the last Payment Date reflected in the tables above, it will do so in writing and will not be effective until confirmed by ATI. The costs for the Extension Period will start with the then-current Per Student fees, updated every July 1 of the Extension Period to reflect the new adjustments. For the purpose of clarity, Cohorts starting after July 1 in any year the Extension Period will be charged the adjusted fees.





**ORDER FORM**

**Bundle**

<b>Parties:</b>	Assessment Technologies Institute, LLC (“ATI” or “Service Provider”)	Lincoln Trail College ADN (“Nursing Program” or “Customer”)
<b>Order Form Effective Date:</b>	As of the latest date set forth on the signature page hereto.	
<b>Governing Terms:</b>	This Order Form (“ <b>Order Form</b> ”) adopts and incorporates by reference the terms and conditions of the ATI Master License and Services Agreement (“ <b>Agreement</b> ”) between the Parties dated March 23, 2026. All capitalized terms used in this Order Form but not defined herein shall have the meanings as set forth in the Agreement.	
<b>Products and Services:</b>	Nursing Program will purchase the ATI Products and Services listed on <b>Annex I</b> for all Cohorts with a start date during the Order Period.	
<b>Term:</b>	This Order Form covers Nursing Program’s license of ATI Products and Services for all Nursing Program cohorts with a start date during the period beginning July 1, 2026, and ending June 30, 2029 (“ <b>Order Period</b> ”). Per Student Fees are adjusted annually on July 1, in coordination with the release of Product Innovations. Cohorts starting after July 1 in any year of this Order Form will be charged the adjusted fees as shown in the Cohorts and Payment Schedule section of <b>Annex I</b> .	
<b>License Term:</b>	The License Term shall be from the Order Form Effective Date through the graduation date of the last cohort shown on Annex I, or any Extension thereto. For certain products, as described in the User Guide, students will retain access to such Products for twelve months following graduation.	
<b>Renewal Terms:</b>	Upon expiration of the Initial Term, this Order Form shall renew for consecutive 12-month periods (together with the Initial Term, the “Order Form Term”), unless either Party provides written notice of nonrenewal at least 60 days prior to the end of the then-current Order Form Term or the Order Form or the Agreement is earlier terminated in accordance with the Agreement. Per Student Fees are adjusted annually on July 1 and, in the case of a Renewal Term, the Per Student Fees will be the then-current retail price.	
<b>Payment Terms:</b>	Net 30	
<b>Payment Type:</b>	Institution Pay	
<b>Cohorts:</b>	This Order Form covers all Nursing Program cohorts with a start date beginning during the Order Period. The anticipated cohort schedule is set forth on <b>Annex I</b> .	
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<b>Product Innovations:</b>	ATI agrees to provide Nursing Program with annual product innovations as part of the standard bundle purchased pursuant to this Order Form. Standard Innovations become available with Products and Services July 1 of each year. Standard Innovations are part of bundle, such as updates, enhancements, or new features, that ATI, in its sole discretion, determines to be part of the standard bundle offering. Innovations that are not part of the standard bundle, or that are offered as premium or optional features, may be subject to additional fees and terms, which will be communicated to Nursing Program separately. Nursing Program may elect to purchase innovations for pre-existing cohorts in <b>Annex I</b> by contacting ATI in writing and either (a) executing an Order Form for such purchase or (b) obtaining written confirmation from ATI that the purchase is approved. The	



	price for any such pre-existing cohorts will be increased to match the then-current price, prorated for the remaining length of each such cohort.
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Billing information to be completed by Customer		
<b>Nursing Program’s Billing Address, if applicable:</b>	<b>Nursing Program’s E-mail:</b>	<b>Nursing Program’s Phone Number:</b>
<b>PO Number (or N/A):</b>		

**Check if Customer is tax exempt. If tax-exempt, Customer must provide a copy of Customer’s tax exemption certificate upon signing of the Agreement.**

This Order Form is duly executed by an authorized representative of :	
<b>Customer:</b>	
By: _____	
Alani Frederick	
Name: _____	
Associate Dean of Allied Health	
Title: _____	
Date: _____	
<b>ATI: Assessment Technologies Institute, LLC</b>	
By: _____	
Name: _____	
Title: _____	
Date: _____	



**ANNEX I**

Product Bundle	Per Student Fees Year 1	Per Student Fees Year 2	Per Student Fees Year 3	Per Student Fees Year 4
OPTIMAL Bundle - RN	\$2995	\$3115	\$3239	

<b>Estimated Annual Tax</b>	\$0.00
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**Products Included:**

ATI Enhanced or Remote Proctoring  
 Engage Pathophysiology RN  
 Flashcards with Claire AI  
 RN ATI Comprehensive Live NCLEX Review  
 RN BoardVitals  
 RN e-books  
 RN Review Modules  
 Setup Fee

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 ATI Plan Student Orientation  
 Next Gen Questions Overview  
 Nurse Logic  
 Pulse Student Success Predictor  
 Learning System Adaptive  
 Self Assessment Inventory  
 RN NCLEX Experience  
 Video Case Studies

ATI Essentials RN - Module B:  
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 Dosage & Calc Tutorial  
 RN Dosage & Calc Proctored Assessments  
 Engage Fundamentals RN  
 Skills Modules  
 Engage Community & Public Health RN  
 Engage Mental Health RN  
 Engage Adult Medical Surgical RN  
 Engage Maternal Newborn RN  
 Engage Pediatrics RN  
 Engage Pharmacology RN



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RN Assessment & Remediation (9 content areas)  
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EHRTutor  
HealthAssess  
Nurse's Touch  
Nurse's Touch Informatics and Technology Practice Assessment  
RN Real Life Clinical Reasoning Scenarios  
Virtual Clinicals Swift River

ATI Essentials RN - Assessment Module Proctored:  
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RN Comprehensive Predictor  
Critical Thinking Entrance/Exit exams



**Cohorts and Payment Schedule:**

<b>Nursing Program Cohorts (anticipated graduation)</b>	<b>Estimated Students</b>	<b>Name</b>	<b>Per Student Payment</b>	<b>Installment Amount</b>
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	25	Payment 1 of 1	\$3,239.00 August 2028	\$80,975.00
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	25	Payment 1 of 1	\$3,115.00 August 2027	\$77,875.00
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**ORDER FORM**

**Bundle**

<b>Parties:</b>	Assessment Technologies Institute, LLC (“ATI” or “Service Provider”)	Olney Central College (“Nursing Program” or “Customer”)
<b>Order Form Effective Date:</b>	As of the latest date set forth on the signature page hereto.	
<b>Governing Terms:</b>	This Order Form (“ <b>Order Form</b> ”) adopts and incorporates by reference the terms and conditions of the ATI Master License and Services Agreement (“ <b>Agreement</b> ”) between the Parties dated March 23, 2026. All capitalized terms used in this Order Form but not defined herein shall have the meanings as set forth in the Agreement.	
<b>Products and Services:</b>	Nursing Program will purchase the ATI Products and Services listed on <b>Annex I</b> for all Cohorts with a start date during the Order Period.	
<b>Term:</b>	This Order Form covers Nursing Program’s license of ATI Products and Services for all Nursing Program cohorts with a start date during the period beginning July 1, 2026, and ending June 30, 2029 (“ <b>Order Period</b> ”). Per Student Fees are adjusted annually on July 1, in coordination with the release of Product Innovations. Cohorts starting after July 1 in any year of this Order Form will be charged the adjusted fees as shown in the Cohorts and Payment Schedule section of <b>Annex I</b> .	
<b>License Term:</b>	The License Term shall be from the Order Form Effective Date through the graduation date of the last cohort shown on Annex I, or any Extension thereto. For certain products, as described in the User Guide, students will retain access to such Products for twelve months following graduation.	
<b>Renewal Terms:</b>	Upon expiration of the Initial Term, this Order Form shall renew for consecutive 12-month periods (together with the Initial Term, the “Order Form Term”), unless either Party provides written notice of nonrenewal at least 60 days prior to the end of the then-current Order Form Term or the Order Form or the Agreement is earlier terminated in accordance with the Agreement. Per Student Fees are adjusted annually on July 1 and, in the case of a Renewal Term, the Per Student Fees will be the then-current retail price.	
<b>Payment Terms:</b>	Net 30	
<b>Payment Type:</b>	Institution Pay	
<b>Cohorts:</b>	This Order Form covers all Nursing Program cohorts with a start date beginning during the Order Period. The anticipated cohort schedule is set forth on <b>Annex I</b> .	
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	price for any such pre-existing cohorts will be increased to match the then-current price, prorated for the remaining length of each such cohort.
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Billing information to be completed by Customer		
<b>Nursing Program’s Billing Address, if applicable:</b>	<b>Nursing Program’s E-mail:</b>	<b>Nursing Program’s Phone Number:</b>
<b>PO Number (or N/A):</b>		

**Check if Customer is tax exempt. If tax-exempt, Customer must provide a copy of Customer’s tax exemption certificate upon signing of the Agreement.**

This Order Form is duly executed by an authorized representative of :	
<b>Customer:</b>	
By: _____	
Name: <u>Alani Frederick</u>	
Title: <u>Associate Dean of Allied Health</u>	
Date: _____	
<b>ATI: Assessment Technologies Institute, LLC</b>	
By: _____	
Name: _____	
Title: _____	
Date: _____	



**ANNEX I**

Product Bundle	Per Student Fees Year 1	Per Student Fees Year 2	Per Student Fees Year 3	Per Student Fees Year 4
OPTIMAL Bundle - RN	\$2995	\$3115	\$3239	

<b>Estimated Annual Tax</b>	\$0.00
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**Products Included:**

ATI Enhanced or Remote Proctoring  
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 Learning System Adaptive  
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 Video Case Studies

ATI Essentials RN - Module B:  
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 Dosage & Calc Tutorial  
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 Skills Modules  
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 Engage Mental Health RN  
 Engage Adult Medical Surgical RN  
 Engage Maternal Newborn RN  
 Engage Pediatrics RN  
 Engage Pharmacology RN



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HealthAssess  
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Nurse's Touch Informatics and Technology Practice Assessment  
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<b>Nursing Program Cohorts (anticipated graduation)</b>	<b>Estimated Students</b>	<b>Name</b>	<b>Per Student Payment</b>	<b>Installment Amount</b>
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**ORDER FORM**

**Bundle**

<b>Parties:</b>	Assessment Technologies Institute, LLC <b>(“ATI” or “Service Provider”)</b>	Wabash Valley College <b>(“Nursing Program” or “Customer”)</b>
<b>Order Form Effective Date:</b>	As of the latest date set forth on the signature page hereto.	
<b>Governing Terms:</b>	This Order Form (“ <b>Order Form</b> ”) adopts and incorporates by reference the terms and conditions of the ATI Master License and Services Agreement (“ <b>Agreement</b> ”) between the Parties dated March 23, 2026. All capitalized terms used in this Order Form but not defined herein shall have the meanings as set forth in the Agreement.	
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Billing information to be completed by Customer		
<b>Nursing Program’s Billing Address, if applicable:</b>	<b>Nursing Program’s E-mail:</b>	<b>Nursing Program’s Phone Number:</b>
<b>PO Number (or N/A):</b>		

**Check if Customer is tax exempt. If tax-exempt, Customer must provide a copy of Customer’s tax exemption certificate upon signing of the Agreement.**

This Order Form is duly executed by an authorized representative of :	
<b>Customer:</b>	
By: _____	
Name: _____	Alani Frederick
Title: _____	Associate Dean of Allied Health
Date: _____	
<b>ATI: Assessment Technologies Institute, LLC</b>	
By: _____	
Name: _____	
Title: _____	
Date: _____	



**ANNEX I**

Product Bundle	Per Student Fees Year 1	Per Student Fees Year 2	Per Student Fees Year 3	Per Student Fees Year 4
OPTIMAL Bundle - RN	\$2995	\$3115	\$3239	

<b>Estimated Annual Tax</b>	\$0.00
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ATI Enhanced or Remote Proctoring  
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Nurse's Touch Informatics and Technology Practice Assessment  
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Virtual Clinicals Swift River

ATI Essentials RN - Assessment Module Proctored:  
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**Cohorts and Payment Schedule:**

<b>Nursing Program Cohorts (anticipated graduation)</b>	<b>Estimated Students</b>	<b>Name</b>	<b>Per Student Payment</b>	<b>Installment Amount</b>
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## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: April 21, 2026  
RE: Assessment Policy (800.4)

This policy, based on its last revision date, was targeted for review via IECC's policy and procedure monitoring process. Upon review, the policy remains accurate with minor revisions that include the establishment of an annual report to the Board of Trustees summarizing assessment activities and outcomes.

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

I respectfully request that the Board waive the second reading and approve Policy 800.4 as presented.

RG/bw

Attachment

## INSTRUCTION - 800

### **Assessment Policy (800.4)**

Date Adopted: September 19, 2006

Revision: TBD (Pending Board Approval)

Illinois Eastern Community Colleges is committed to timely internal and external assessment of student learning to assist the District in productive strategic planning relative to academics, resources, and budgeting, and to fulfill our mission ~~and purposes~~. To meet this commitment, IECC and all of its units shall gather, analyze, and publish data annually for planning and evaluation of the accomplishment of missions, goals, ~~purposes~~, and outcomes of IECC and its units. Such assessments are intended to determine the extent to which the District's programs meet the intended goals and objectives and further the mission of the District; to establish a culture of assessment; and to meet the standards of the IECC Board of Trustees, the Illinois Community College Board, the Illinois Board of Higher Education, and the Higher Learning Commission. The assessment process shall be a continuous process, which shall involve faculty, staff, students, and administration. Assessment results will directly impact financial and program planning and decision-making.

The Chancellor's Office will be responsible for an annual report summarizing assessment activities and outcomes, which shall be presented to the Board of Trustees during the fall term.

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: April 21, 2026  
RE: Tuition Waivers Policy (500.14)

Policy 500.14 has been updated to eliminate tuition waivers for Specified Counties and Indiana Students in Designated Counties. This change simply updates the policy to reflect the discontinuation of these waivers per the new FY2027 tuition structure approved by the Board in December 2025 and effective Summer 2026.

The policy has been reviewed and approved by the Strategic Engagement Planning Council.

I respectfully request that the Board waive the second reading and approve Policy 500.14 as presented.

RG/cs

Attachment

**Tuition Waivers Policy (500.14)**

Date Adopted: November 17, 1998  
Revised: July 19, 2005  
Revised: May 15, 2007  
Revised: April 21, 2009  
Revised November 17, 2009  
Revised November 16, 2010  
Revised: April 17, 2012  
Revised: November 19, 2013

Revised: March 17, 2015  
Revised: February 16, 2016  
Revised: April 19, 2016  
Revised: March 20, 2018  
Revised: June 15, 2021  
Revised: August 20, 2024  
Revised: January 21, 2025  
Revised: April 21, 2026 (Eff. 6/1/2026)

Illinois Eastern Community College District 529 (IECC) shall award two categories of waivers, institutional and discretionary.

I. Institutional Waivers

These waivers are driven by policy, Illinois Statute, and ICCB Rules.

A. Senior Citizens

Tuition shall be waived for residents of District 529 who are 60 years or older. Non-credit course fees are not waived.

B. IECC Employees

1. Full-time

Tuition shall be waived for all full-time employees (current or SURS qualified retirees) and their immediate family members.

In the event of a full-time employee's death during his/her active employment with IECC, his/her children will be eligible for a waiver up to age 24. A spouse of a deceased full-time employee is eligible for the tuition waiver within 6 years of the date of the death of the full-time employee.

2. Part-time Non-faculty

Tuition for a semester shall be waived for all part-time hourly employees and their immediate family members when: the part-time employee is working 10 hours or more per week in the same semester in which the waiver is sought.

3. Part-time Faculty

Tuition for a semester shall be waived for all part-time faculty and their immediate family members when: the part-time faculty is teaching 3 credit hours or more in the same semester in which the waiver is sought.

Clarifications regarding all IECC employees:

- An employee's *immediate family members* is defined as spouse and children under 24 years of age. IECC reserves the right to deny a tuition waiver for immediate family members.
- Employees discharged for cause shall not be entitled to a tuition waiver, effective upon separation.
- In addition to the tuition waiver, all fees will be waived for courses when:
  - the course has been approved as pertinent to an employee's professional development; all such waivers are subject to approval by the employee's direct supervisor.
  - the course is an IECC course required for employment and onboarding.

- Employees classified as student workers while employed do not qualify for this waiver.

~~C. Specified Counties~~

~~These waivers have been established for counties located in close proximity to District 529, allowing for a reduction as compared to the Out-of-District/Out-of-State tuition rates that would be assessed based on geography.~~

~~1. Special Out-of-District Students~~

~~Students residing in these Illinois counties, but outside of District 529, are eligible for the Special-Out-of-District tuition waiver.~~

- ~~• Clark • Clay • Cumberland • Hamilton • Jasper • Wayne • White~~

~~2. Indiana Students in Designated Counties~~

~~Students residing in these Indiana counties are eligible for the Indiana Students in Designated Counties tuition waiver.~~

- ~~• Clay • Davies • Dubois • Gibson • Greene~~
- ~~• Knox • Martin • Owen • Parke • Pike~~
- ~~• Posey • Putnam • Spencer • Sullivan • Vanderburgh~~
- ~~• Vermillion • Vigo • Warrick~~

II. Discretionary Waivers

IECC makes discretionary tuition waivers available for the following reasons:

- Recruitment efforts driven by metrics established by SEPC and Enrollment Management.
- Establish new initiatives, such as new academic programs.
- Student hardships where financial aid is not available and/or exhausted.
- Mistakes by the institution.
- Service to the Community

Discretionary tuition waivers may be granted at the recommendation of the Chancellor or their designee. This waiver applies only to tuition. Any fees to be waived must have the approval of the Vice Chancellor of Academic Affairs and the Chief Financial Officer and be supported by fundraising or other fund balances.

## Memorandum

**To:** IECC Board of Trustees  
**From:** Ryan Gower, Ph.D., Chancellor  
**Date:** April 21, 2026  
**Re:** First Reading – Trustee Onboarding and Orientation Policy (100.44)

At our December Board Retreat, following participation by Trustees in ACCT training in November, the Board directed administration to develop a more formal approach to Trustee onboarding and orientation. The attached policy and procedure are the result of that request.

This policy establishes the District's commitment to providing a structured onboarding experience for newly elected and appointed Trustees. It is designed to ensure that Trustees are well prepared to fulfill their legal, fiduciary, and ethical responsibilities, and that they have a clear understanding of IECC's mission, governance structure, and operational framework.

The policy itself is intentionally high-level and Board-facing. It defines expectations and assigns responsibility to the Chancellor for maintaining an administrative procedure that outlines the specific onboarding activities, sequence, and materials. That procedure is included for your reference, but, consistent with our governance model, it is not subject to Board approval and will remain an administrative document that can be refined over time as needed.

The proposed onboarding framework emphasizes early engagement, exposure to all major functional areas of the institution, and alignment with statewide Trustee development resources through ICCTA. It is structured to be completed within approximately the first 90 days of service, while remaining flexible based on Trustee availability.

This policy is presented for first reading only. I ask that you review the policy and provide any recommended edits or feedback directly to me prior to our May 2026 Board of Trustees meeting at Lincoln Trail College. The policy will return in May for second reading and possible Board approval.

## BOARD OF TRUSTEES - 100

### **Board of Trustees Onboarding and Orientation (100.44)**

Date Adopted: TBD (Pending Board Approval)

Illinois Eastern Community Colleges is committed to supporting newly elected and appointed Trustees as they assume their legal, fiduciary, and ethical responsibilities. The District will provide a structured onboarding program that familiarizes Trustees with the mission of the College, the governance framework established by Illinois law, and the role of the Board in advancing student access, academic excellence, and community service. The onboarding program is intended to strengthen Trustee preparedness, support continuity of governance, and promote a shared understanding of the District's organization, operations, and expectations for responsible stewardship.

The Chancellor is responsible for developing and maintaining administrative procedures that outline the recommended onboarding activities, schedule, and resources. These procedures will be reviewed periodically to ensure they remain aligned with institutional needs and Board expectations. Participation in onboarding activities is expected for all newly elected or appointed Trustees, and may be extended to other Trustees as appropriate.

100.44 Board of Trustees Onboarding and Orientation

Effective Date: TBD

The Board of Trustees Onboarding Program is designed to introduce new Trustees to the mission, structure, and operations of Illinois Eastern Community Colleges and to support their effective participation in Board governance. Sessions are typically completed within the first 90 days following election or appointment, though the schedule may be adapted based on Trustee availability.

The Chancellor’s Office coordinates the sequence, timing, and materials for onboarding in collaboration with the Board Chair, Board Secretary, and senior leadership. A recommended onboarding schedule is provided below.

<b>Trustee Onboarding and Orientation Schedule</b>		
<b>Meeting</b>	<b>Lead</b>	<b>Topics</b>
<b>Welcome &amp; Orientation to IECC Structure</b>	Chancellor	<ul style="list-style-type: none"> <li>• Introduction and welcome</li> <li>• Overview of IECC organizational structure and system model</li> <li>• Board meeting procedures, agenda flow, annual calendar</li> <li>• Required trainings (leadership training, OMA, ethics)</li> <li>• Communication expectations and protocols</li> </ul>
<b>IECC History and District Overview</b>	Chancellor & Board Chair	<ul style="list-style-type: none"> <li>• History of IECC and evolution to a unified district</li> <li>• Review of campuses, communities served, and major District initiatives</li> <li>• Introduction to Presidents and leadership roles</li> </ul>
<b>Governance, Roles, and Responsibilities</b>	Board Chair & Illinois Community College Trustees Association (ICCTA) Representative	<ul style="list-style-type: none"> <li>• Legal, fiduciary, and ethical responsibilities of Trustees</li> <li>• Role of the Board vs. role of Administration</li> <li>• Overview of Illinois community college governance statutes</li> <li>• Overview of ICCTA resources and statewide system</li> </ul>
<b>ICCTA New Trustee Training</b>	ICCTA	<ul style="list-style-type: none"> <li>• Governance fundamentals</li> <li>• Legal and fiduciary duties</li> <li>• Legislative and advocacy overview</li> </ul>
<b>Academic Affairs Orientation</b>	Vice Chancellor of Academic Affairs	<ul style="list-style-type: none"> <li>• Overview of instructional programs and divisions</li> <li>• Accreditation, program review, and academic quality</li> <li>• Guided Pathways framework and timelines</li> </ul>

100.44 Board of Trustees Onboarding and Orientation

<p><b>Student Affairs Orientation</b></p>	<p>Vice Chancellor of Student Affairs</p>	<ul style="list-style-type: none"> <li>• Enrollment, admissions, advising, financial aid</li> <li>• Student success initiatives and retention metrics</li> <li>• Student development, activities, and athletics overview</li> </ul>
<p><b>Finance and Budget Overview</b></p>	<p>Chief Financial Officer</p>	<ul style="list-style-type: none"> <li>• District budget structure and revenue sources</li> <li>• Property tax, equalization, tuition model</li> <li>• Fund accounting, audits, and long-term financial planning</li> </ul>
<p><b>Human Resources Orientation</b></p>	<p>Executive Director of Human Resources</p>	<ul style="list-style-type: none"> <li>• Overview of employment classifications and HR processes</li> <li>• Collective bargaining landscape</li> <li>• Compliance expectations and personnel policies</li> </ul>
<p><b>Institutional Outreach &amp; Communications Orientation</b></p>	<p>Vice Chancellor of Institutional Outreach</p>	<ul style="list-style-type: none"> <li>• Communications strategy and public engagement</li> <li>• Legislative relations and external partnerships</li> <li>• Media interactions and public trust</li> </ul>
<p><b>Communication &amp; Public Trust Session</b></p>	<p>Chancellor &amp; Board Chair</p>	<ul style="list-style-type: none"> <li>• Transparency, public stewardship, and board communication norms</li> <li>• Expectations for Trustee communication with stakeholders</li> <li>• Maintaining and strengthening institutional trust</li> </ul>
<p><b>Campus Tours</b></p>	<p>Presidents</p>	<ul style="list-style-type: none"> <li>• Guided tours of Frontier, Lincoln Trail, Olney Central, and Wabash Valley</li> <li>• Introductions to faculty and staff</li> <li>• Review of signature programs and facilities</li> </ul>

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: April 21, 2026

RE: Calendar Year Report – 403(b) Plan

Since 2009, the District has administered the IECC 403(b) Plan for the benefit of its employees using an IRS approved plan provided by our plan advisor, Marsh & McLennan Agency. Submitted for the Board's review and acceptance is the Calendar Year 2025 Report for the IECC 403(b) Plan. Due to the length of the monitoring report, the report has been sent to the Board electronically.

Under the plan employees can defer salary, on a pre-tax and post-tax basis, into 34 different investment alternatives consisting of Target Date funds, Bond portfolio, Equity portfolio, and Cash Equivalent fund options. These plan choices are monitored on a quarterly basis against market benchmarks to ensure the District is offering quality investment options; both on market performance criteria and fund participant costs. As of December 31, 2025, the plan had a total of 141 participants, down from 149 the year prior.

Plan assets at December 31, 2025, totaled \$6,943,560.

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

I ask the Board's acceptance of the Calendar Year 2025 Report for the IECC 403(b) Plan.

RG/akb

## **Memorandum**

To: IECC Board of Trustees

From: Dr. Ryan Gower; Chancellor

Date: April 2026

Subject: Authorization to Transfer Property – 402 E. Locust, Robinson, IL

The District is the current owner of a residential parcel located at 402 E. Locust in Robinson, Illinois (Parcel No. 05-4-34-013-045-000). This property was donated to IECC in or around 2018. At the time of the donation, and since, the property has not been utilized for any Community College purpose.

The structure on the property is a residential home and detached garage that is in a state of significant disrepair. It is uninhabitable and presents ongoing liability concerns. Additionally, the structure contains asbestos, which would require proper abatement prior to any demolition or remediation efforts.

Shortly after the property was donated, the District obtained an estimate for demolition. That estimate exceeded \$15,000 and did not include the cost of asbestos abatement. Given current market conditions and regulatory requirements, it is reasonable to expect that the total cost to demolish and properly remediate the site today would be significantly higher.

The City of Robinson has expressed a willingness to accept ownership of the property and assume responsibility for demolition and site clearance. This presents an opportunity for the District to eliminate a non-performing asset and avoid the costs and liabilities associated with maintaining or demolishing the structure.

To complete this transfer, the District will need to:

- Confirm clear title to the property and ensure there are no encumbrances that would prevent transfer
- Prepare and execute a deed transferring ownership to the City of Robinson
- Coordinate with legal counsel to ensure compliance with all statutory requirements governing the disposition of District property
- Complete any required local filings to finalize the transfer

This proposed action is in the best interest of the District, as it removes a liability, avoids significant financial cost, and places the property in the hands of a local entity prepared to address its condition and return it to the tax roll.

I ask that the Board authorize administration to transfer ownership of this property, located at 402 E. Locust, Robinson, IL 62454 (Parcel No. 05-4-34-013-045-000), to the City of Robinson.





402



## Memorandum

**To:** IECC Board of Trustees

**From:** Ryan Gower, Ph.D., Chancellor

**Date:** 4/21/2026

**Re:** Garden Valley Apartments – Authorization to Prepare Property for Sale

Dean Kieffer has informed us that he does not intend to continue operating Garden Valley Apartments at Wabash Valley College for AY27, citing uncollectible rent and higher-than-anticipated utility costs. As you will recall, prior to entering into the temporary one-year license agreement, the District had already evaluated this property and was prepared to pursue a public sale with a deed restriction limiting its use to community college student housing. That approach was paused to provide short-term housing support for WVC athletics during a period of transition.

With that temporary arrangement now concluding, we are returning to the District's earlier position. The past year has reinforced the financial and operational challenges associated with this facility, and there is no viable long-term community college use for the property outside of student housing, which the District is not permitted to operate without a third-party partner like the WVC Foundation.

Accordingly, administration is prepared to begin the process necessary to position the property for sale. This will include, as appropriate, subdivision of the parcel, zoning review and coordination with the City, obtaining an appraisal, and listing the property for sale. Any offers received will be communicated to the Board for review prior to acceptance by administration.

Given the condition of the facility, it is possible that market interest may be limited. If acceptable offers are not received, the Board will have the opportunity to consider alternative options, including demolition and holding the land for future disposition.

I ask that the Board authorize administration to proceed with the full disposition of the Garden Valley Apartments property, including all necessary due diligence, subdivision, zoning, appraisal, listing, negotiation, and execution of sale, with administration communicating with Board members as offers are received and proceeding accordingly.

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529  
TREASURER'S REPORT  
March 31, 2026**

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$ 9,370,808.41</b>
<b>Operations &amp; Maintenance</b>	<b>1,130,953.99</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>1,887,788.29</b>
<b>Bond &amp; Interest</b>	<b>466,895.85</b>
<b>Auxiliary</b>	<b>1,112,730.97</b>
<b>Restricted Purposes</b>	<b>461,965.98</b>
<b>Working Cash</b>	<b>793,896.46</b>
<b>Trust &amp; Agency</b>	<b>744,187.43</b>
<b>Audit</b>	<b>21,015.07</b>
<b>Liability, Protection &amp; Settlement</b>	<b><u>1,046,808.23</u></b>
 <b>TOTAL ALL FUNDS</b>	 <b><u><u>\$ 17,037,050.68</u></u></b>

**Respectfully submitted,**

**Ryan Hawkins, Treasurer**

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
March 31, 2026

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>ASSETS</b>						
Cash	\$ 9,397,108	\$ 1,130,954	\$ 1,887,788	\$ 466,896	\$ 1,133,231	\$ 461,966
Investments	8,463,835	2,825,310	5,009,711	-	1,973,954	-
Accounts Receivable	1,162,565	160,946	-	-	293,408	-
Other Receivables	757,488	11,707	6,310	-	2,266	1,065
Restricted Cash	-	-	4,987,898	-	-	-
Inventory	-	-	-	-	485,671	-
Other Assets	35,567	-	27,691	-	-	498,600
Due From Other Funds	-	-	-	-	-	-
Total Assets	<u>\$ 19,816,563</u>	<u>\$ 4,128,917</u>	<u>\$ 11,919,398</u>	<u>\$ 466,896</u>	<u>\$ 3,888,530</u>	<u>\$ 961,631</u>
<b>LIABILITIES</b>						
Accounts Payable	\$ 57,964	\$ 28,131	\$ 160,962	\$ -	\$ 134,106	\$ 17,905
Accrued Payroll Liabilities	19,012	-	-	-	-	-
Other Accrued Liabilities	792,770	63,085	21,997	-	39,009	(45,556)
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	<u>869,746</u>	<u>91,216</u>	<u>182,959</u>	<u>-</u>	<u>173,115</u>	<u>(27,651)</u>
<b>FUND BALANCES</b>						
Non-Spendable	-	-	-	-	485,671	-
Restricted						
Board Designated	11,728,264	1,988,472	-	-	-	-
Other Purposes	-	1,654,146	6,184,568	466,896	-	-
Encumbered	5,221,526	395,083	5,551,871	-	961,425	465,170
Unassigned	1,997,027	-	-	-	2,268,319	524,112
Total Fund Balances	<u>18,946,817</u>	<u>4,037,701</u>	<u>11,736,439</u>	<u>466,896</u>	<u>3,715,415</u>	<u>989,282</u>
Total Liabilities and Fund Balances	<u>\$ 19,816,563</u>	<u>\$ 4,128,917</u>	<u>\$ 11,919,398</u>	<u>\$ 466,896</u>	<u>\$ 3,888,530</u>	<u>\$ 961,631</u>

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
March 31, 2026

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>ASSETS</b>					
Cash	\$ 793,896	\$ 744,187	\$ 21,015	\$ 1,046,808	\$ 17,083,849
Investments	4,102,276	-	-	-	22,375,086
Accounts Receivable	-	-	-	-	1,616,919
Other Receivables	114,546	27,720	-	-	921,102
Restricted Cash	-	-	-	-	4,987,898
Inventory	-	-	-	-	485,671
Other Assets	-	-	-	-	561,858
Due From Other Funds	-	-	-	-	-
Total Assets	<u>\$ 5,010,718</u>	<u>\$ 771,907</u>	<u>\$ 21,015</u>	<u>\$ 1,046,808</u>	<u>\$ 48,032,383</u>
<b>LIABILITIES</b>					
Accounts Payable	\$ -	\$ 22,129	\$ -	\$ 136,743	\$ 557,940
Accrued Payroll Liabilities	-	-	-	-	19,012
Other Accrued Liabilities	-	-	-	(11,713)	859,592
Due to Other Funds	-	-	-	-	-
Total Liabilities	<u>-</u>	<u>22,129</u>	<u>-</u>	<u>125,030</u>	<u>1,436,544</u>
<b>FUND BALANCES</b>					
Non-Spendable	4,815,000	-	-	-	5,300,671
Restricted					
Board Designated	-	-	-	-	13,716,736
Other Purposes	195,718	744,781	21,015	769,688	10,036,812
Encumbered	-	4,997	-	152,090	12,752,162
Unassigned	-	-	-	-	4,789,458
Total Fund Balances	<u>5,010,718</u>	<u>749,778</u>	<u>21,015</u>	<u>921,778</u>	<u>46,595,839</u>
Total Liabilities and Fund Balances	<u>\$ 5,010,718</u>	<u>\$ 771,907</u>	<u>\$ 21,015</u>	<u>\$ 1,046,808</u>	<u>\$ 48,032,383</u>

Illinois Eastern Community Colleges  
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)  
For the Period Ended March 31, 2026

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>REVENUES</b>						
Property Taxes	\$ 5,043,091	\$ 1,816,742	\$ 198,887	\$ 2,433,094	\$ -	\$ -
Replacement Taxes	-	526,084	-	-	-	-
ICCB Grants	10,060,497	-	56,200	-	-	1,084,555
Federal Grants	-	-	-	-	-	7,141,121
Tuition & Fees	11,241,845	836,015	-	-	224,592	-
Charges for Services	27,498	86,845	-	-	1,627,200	-
Interest	347,715	90,978	215,942	22,673	60,946	13,427
Other Revenues	206,128	11,192	1,274,750	-	273,785	121,909
Total Revenues	<u>26,926,774</u>	<u>3,367,856</u>	<u>1,745,779</u>	<u>2,455,767</u>	<u>2,186,523</u>	<u>8,361,012</u>
<b>EXPENDITURES</b>						
Payroll	11,577,406	980,477	-	-	1,616,934	1,343,776
Benefits	2,239,348	244,752	-	-	206,642	282,873
Contractual Services	1,317,091	367,942	423,991	-	382,552	190,480
Supplies	1,092,159	152,796	155,384	-	902,636	226,458
Travel	130,900	181	-	-	330,136	79,765
Fixed	33,394	75	143	2,508,682	245,922	(3,245)
Utilities	46,525	1,118,156	-	-	-	-
Capital Outlay	36,967	51,792	1,855,564	-	(3,665)	43,383
Other	154,993	385	-	-	100,537	1,601,722
Scholarships, Student Grants, & Waivers	4,401,203	-	-	-	650,207	4,494,924
Total Expenditures	<u>21,029,986</u>	<u>2,916,556</u>	<u>2,435,082</u>	<u>2,508,682</u>	<u>4,431,901</u>	<u>8,260,136</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>5,896,788</u>	<u>451,300</u>	<u>(689,303)</u>	<u>(52,915)</u>	<u>(2,245,378)</u>	<u>100,876</u>
<b>TRANSFERS</b>						
Net Transfers	(1,840,386)	-	-	-	1,840,386	-
Total Transfers	<u>(1,840,386)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,840,386</u>	<u>-</u>
Net Change in Fund Balance	<u>4,056,402</u>	<u>451,300</u>	<u>(689,303)</u>	<u>(52,915)</u>	<u>(404,992)</u>	<u>100,876</u>
Fund Balance - Beginning	14,890,415	3,586,401	12,425,742	519,811	4,120,407	888,406
Fund Balance - Ending	<u>\$ 18,946,817</u>	<u>\$ 4,037,701</u>	<u>\$ 11,736,439</u>	<u>\$ 466,896</u>	<u>\$ 3,715,415</u>	<u>\$ 989,282</u>

Illinois Eastern Community Colleges  
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)  
 For the Period Ended March 31, 2026

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>REVENUES</b>					
Property Taxes	\$ -	\$ -	\$ 105,425	\$ 1,493,687	\$ 11,090,926
Replacement Taxes	-	-	-	-	526,084
ICCB Grants	-	-	-	-	11,201,252
Federal Grants	-	-	-	-	7,141,121
Tuition & Fees	-	-	-	-	12,302,452
Charges for Services	-	15,059	-	-	1,756,602
Interest	69,390	15,235	520	18,946	855,772
Other Revenues	-	475,774	-	30,248	2,393,786
Total Revenues	<u>69,390</u>	<u>506,068</u>	<u>105,945</u>	<u>1,542,881</u>	<u>47,267,995</u>
<b>EXPENDITURES</b>					
Payroll	-	-	-	-	15,518,593
Benefits	-	-	-	176,477	3,150,092
Contractual Services	-	4,748	81,687	55,240	2,823,731
Supplies	-	16,620	-	-	2,546,053
Travel	-	12,395	-	-	553,377
Fixed	-	-	-	579,803	3,364,774
Utilities	-	-	-	-	1,164,681
Capital Outlay	-	-	-	-	1,984,041
Other	-	(49,911)	-	3,011	1,810,737
Scholarships, Student Grants, & Waivers	-	406,117	-	-	9,952,451
Total Expenditures	<u>-</u>	<u>389,969</u>	<u>81,687</u>	<u>814,531</u>	<u>42,868,530</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>69,390</u>	<u>116,099</u>	<u>24,258</u>	<u>728,350</u>	<u>4,399,465</u>
<b>TRANSFERS</b>					
Net Transfers	-	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>69,390</u>	<u>116,099</u>	<u>24,258</u>	<u>728,350</u>	<u>4,399,465</u>
Fund Balance - Beginning	4,941,328	633,679	(3,243)	193,428	42,196,374
Fund Balance - Ending	<u>\$ 5,010,718</u>	<u>\$ 749,778</u>	<u>\$ 21,015</u>	<u>\$ 921,778</u>	<u>\$ 46,595,839</u>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Comparative Combined Balance Sheets - All Funds**  
**March 31, 2026**

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	\$ 17,037,051	\$ 16,629,437
IMPREST FUND	21,300	21,300
CHECK CLEARING	25,500	25,500
CDB PROJECT TRUST	4,987,898	4,614,304
PREPAID EXPENSES	35,567	86,262
INVESTMENTS	22,375,085	26,215,119
RECEIVABLES	2,394,882	2,700,587
ACCRUED REVENUE	143,138	88,246
INVENTORY	485,671	625,408
OTHER ASSETS	526,291	479,659
FIXED ASSETS (Net of Depr)	35,924,061	33,498,143
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>\$ 83,956,444</b>	<b>\$ 84,983,965</b>
<b>LIABILITIES:</b>		
PAYROLL DEDUCTIONS PAYABLE	\$ 7,299	\$ 279,892
ACCOUNTS PAYABLE	581,024	290,577
DEFERRED REVENUE	848,220	1,276,255
L-T DEBT GROUP (FUND 9)	12,791,509	7,343,497
OPEB (Prior Year Restated for GASB 75 Implementation)	5,983,109	6,280,647
<b>TOTAL LIABILITIES:</b>	<b>20,211,161</b>	<b>15,470,868</b>
<b>FUND BALANCES:</b>		
FUND BALANCE	33,843,678	39,356,296
INVESTMENT IN PLANT (Net of Depr)	35,924,061	33,498,143
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(18,774,618)	(13,624,144)
RESERVE FOR ENCUMBRANCES	12,752,162	10,282,802
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>63,745,283</b>	<b>69,513,097</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>\$ 83,956,444</b>	<b>\$ 84,983,965</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES  
OPERATING FUNDS ONLY  
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2024-2026**

College	Category	FISCAL YEAR 2024			FISCAL YEAR 2025			FISCAL YEAR 2026			
		Budget	Spent Thru March	% of Budget	Budget	Spent Thru March	% of Budget	Tentative Budget	Spent Thru March	% of Budget	% of Year
Frontier	Bills		\$ 579,228			\$ 618,723			\$ 1,685,321		
	Payroll		1,661,467			1,706,988			6,649,298		
	Waivers		625,352			404,326			396,097		
	Totals	\$ 3,936,161	2,866,047	73%	\$ 4,523,243	2,730,037	60%	12,358,397	8,730,716	71%	75%
Lincoln Trail	Bills		\$ 926,655			\$ 860,367			\$ 740,180		
	Payroll		1,683,846			1,811,297			930,518		
	Waivers		880,877			640,370			735,952		
	Totals	\$ 4,542,114	3,491,378	77%	\$ 4,760,106	3,312,034	70%	3,453,233	2,406,650	70%	75%
Olney Central	Bills		\$ 1,573,334			\$ 1,477,673			\$ 706,607		
	Payroll		3,299,134			3,191,665			905,291		
	Waivers		695,790			524,996			430,205		
	Totals	\$ 7,643,937	5,568,258	73%	\$ 7,622,079	5,194,334	68%	3,482,828	2,042,103	59%	75%
Wabash Valley	Bills		\$ 1,197,530			\$ 1,061,577			\$ 751,026		
	Payroll		2,221,696			2,168,930			842,415		
	Waivers		1,191,316			751,940			685,922		
	Totals	\$ 5,915,330	4,610,542	78%	\$ 5,816,006	3,982,447	68%	3,343,335	2,279,363	68%	75%
Workforce Educ.	Bills		\$ 150,188			\$ 170,692			\$ 116,447		
	Payroll		560,676			537,772			465,623		
	Waivers		1,463,466			1,614,149			1,268,219		
	Totals	\$ 2,619,370	2,174,330	83%	\$ 2,740,542	2,322,613	85%	2,752,534	1,850,289	67%	75%
District Wide	Bills		\$ 3,471,773			\$ 3,550,926			\$ 2,987,875		
	Payroll		3,187,983			2,750,217			2,764,738		
	Waivers		288,035			1,013,694			884,808		
	Totals	\$ 9,824,759	\$ 6,947,791	71%	\$ 9,389,968	7,314,837	78%	7,916,139	6,637,421	84%	75%
<b>GRAND TOTALS</b>		<b>\$ 34,481,671</b>	<b>\$ 25,658,346</b>	<b>74%</b>	<b>\$ 34,851,944</b>	<b>\$ 24,856,302</b>	<b>71%</b>	<b>\$ 33,306,466</b>	<b>\$ 23,946,542</b>	<b>72%</b>	<b>75%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Revenues & Expenditures Report**  
**For the Period Ended March 31, 2026**

**Unaudited**

<b>REVENUES</b>	<b>FY 2026</b>		<b>FY 2025</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	\$ 6,859,832	22.64%	\$ 6,129,222	0.00%	\$ 730,610	11.920%
Replacement Taxes	526,084	1.74%	481,131	0.00%	44,953	9.343%
ICCB Grants	10,060,497	33.21%	10,543,949	17.87%	(483,452)	-4.585%
Tuition & Fees	12,077,860	39.87%	12,627,354	81.10%	(549,494)	-4.352%
Charges for Services	115,345	0.38%	121,705	0.20%	(6,360)	-5.226%
Interest	438,697	1.45%	414,082	0.82%	24,615	5.944%
Other Revenues	216,318	0.71%	431,295	0.02%	(214,977)	-49.845%
	<u>\$ 30,294,633</u>	<u>100.00%</u>	<u>\$ 30,748,738</u>	<u>100.00%</u>	<u>\$ (454,105)</u>	<u>-1.477%</u>

<b>EXPENDITURES</b>	<b>FY 2026</b>		<b>FY 2025</b>		<b>Increase (Decrease)</b>	
	<b>Amount</b>	<b>% of Total</b>	<b>Amount</b>	<b>% of Total</b>	<b>\$</b>	<b>%</b>
Salaries	\$ 12,557,883	52.44%	\$ 12,166,869	21.43%	\$ 391,014	3.214%
Employee Benefits	2,484,100	10.37%	2,307,245	4.56%	176,855	7.665%
Contractual Services	1,685,033	7.04%	2,080,413	5.00%	(395,380)	-19.005%
Materials	1,244,955	5.20%	1,528,626	5.96%	(283,671)	-18.557%
Travel & Staff Development	131,081	0.55%	160,098	0.14%	(29,017)	-18.125%
Fixed Charges	33,469	0.14%	42,560	0.15%	(9,091)	-21.360%
Utilities	1,164,681	4.86%	1,114,353	2.33%	50,328	4.516%
Capital Outlay	88,759	0.37%	386,637	1.44%	(297,878)	-77.043%
Other	4,556,581	19.03%	5,069,501	58.99%	(512,920)	-10.118%
	<u>\$ 23,946,542</u>	<u>100.00%</u>	<u>\$ 24,856,302</u>	<u>100.00%</u>	<u>\$ (909,760)</u>	<u>-3.660%</u>

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

	Funding Source	Estimated Budget									
Center for Technology - LTC	CDB	\$11,160,000									
Applied Technology Center - OCC	CDB	\$3,076,400									
OCC - Salvage Vehicle Storage	Deferred Maintenance	\$40,000									
FCC - Athletic Facility	Insurance/Bond Proceeds/Fundraising	\$5,651,000									
HVAC Replacements - TLB	Operating Funds	\$30,343									
Emergency Repairs - LTC	Insurance Proceeds	\$458,162									
Wattleworth Hall 3rd Floor Remodel - OCC	Bond Proceeds	\$1,345,000									
<b>GRAND TOTAL</b>		<b>\$21,760,905</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>

3/31/2026

# MEMORANDUM

**TO:** Board of Trustees

**FROM:** Ryan Gower

**DATE:** April 21, 2026

**RE:** Personnel Report

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

## **INDEX**

- 400.1. Employment of Personnel**
- 400.2. Approval of Contracts for College Presidents/Vice Chancellors**
- 400.3. Change in Status**
- 400.4. Special Assignment (Attachment)**
- 400.5. Resignation Ratification**
- 400.6. Retirement Ratification**

## **PERSONNEL REPORT**

### **400.1 Employment of Personnel**

1. TRIO Upward Bound Academic Counselor, LTC, Institutional Outreach effective June 1, 2026
2. Custodian, OCC effective April 27, 2026

### **400.2 Approval of Contracts for College Presidents/Vice Chancellors**

Dr. Ryan Gower, Chancellor

Mrs. Tona Ambrose, LTC President/Vice Chancellor of Institutional Outreach

Mr. Chris Simpson, OCC President/Vice Chancellor of Business Operations

Dr. Sharmila Kakac, FCC President/Vice Chancellor of Business & Industry

### **400.3 Change in Status**

1. Cassandra Goldman, Dean of Students to Dean of Students, Vice Chancellor of Student Affairs, and WVC President-Designate effective July 1, 2026

### **400.4 Special Assignments (Attachment)**

### **400.5 Resignation Ratification(s)**

1. Cody Gifford, Custodian, FCC, effective April 24, 2026

### **400.6 Retirement Ratification**

1. Dr. Matthew Fowler, WVC President & Vice Chancellor of Student Affairs effective June 30, 2027