



BOARD OF TRUSTEES AGENDA

JUNE 14, 2022



Elgin
Community
College

Bright Choice. Bright Future.

1700 Spartan Drive • Elgin, IL 60123-7193 • 847-697-1000 • elgin.edu

**REGULAR BOARD MEETING
JUNE 14, 2022**

IN-PERSON ATTENDANCE

5:00 p.m. Board Dinner	Dining Bay	Building E
5:30 p.m. Open Session	Room E 100.01	Elgin Community College
5:35 p.m. Closed Session	Room E 100.01	1700 Spartan Drive
6:30 p.m. Reconvene Open Session	Seigle Auditorium (Room E 125)	Elgin, IL 60123

Virtual Attendance

<https://elgin-edu.zoom.us/j/96838263284>

Phone: 312-626-6799 / Meeting ID: 968 3826 3284#

With the current mitigation status, the June 14, 2022 Regular Board Meeting will be conducted in-person. Anyone wishing to provide public comment is welcome to do so at the appropriate time indicated on the agenda. Written comments can be sent to dkerruish@elgin.edu in advance of the meeting by 4:00 p.m.

AGENDA

Call to Order by Presiding Officer

1. Roll Call

2. Recess to Closed Session

- A. To discuss minutes of meetings lawfully closed under this Act...
 - B. To consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in...an educational setting...
 - C. To discuss litigation, when an action...has been filed...or when the public body finds that an action is probable or imminent...
 - D. To consider collective negotiation matters...for one or more classes of employees...
 - E. To discuss security procedures...and the use of personnel and equipment to respond to an actual, a threatened, or reasonably potential danger...to public property...
- all pursuant to Chapter 5 of the *Illinois Compiled Statutes* Sections 120/2 (c) (21, 1, 11, 2 and 8 respectively)

3. Reconvene Open Session

4. Preliminary Matters

- A. Roll Call
- B. Pledge of Allegiance
- C. Board Purpose

5. President's Report

Actions

6. Resolution of Appreciation

- A. Retiree, Dean of Communications and Behavioral Sciences, Dr. Ruixuan Mao 1

7. Audience Wishing to Address the Board

8. Board Reports

- A. Committee of the Whole – Trustee Redmer
- B. Illinois Community College Trustee Association (ICCTA) – Trustee Duffy
- C. Association of Community College Trustees (ACCT) – Trustee McCreary
- D. Legislative – Trustee Rakow
- E. ECC Foundation – Trustee Ollayos
- F. Student Report – Student Trustee McVey

Reports

9. College Reports

- A. Personnel (May) 1
- B. Treasurer (April) 2
- C. Student (May) 5
- 24

College Reports Under Separate Cover

- D. Institutional Advancement and ECC Foundation (May)
- E. Community Engagement and Legislative Affairs (May)
- F. Marketing & Communications (quarterly)
- G. Student Success (quarterly)

Actions

Acceptance of College Reports

3

10. Public Hearing on Fiscal Year 2023 Budget

11. Resolution to Adopt Fiscal Year 2023 Budget

4

12. Consideration of Ratification of Addendum 1 to the Memorandum of Agreement Regarding the Fall 2022 Semester Between the Board of Trustees of Community College District 509 and the Elgin Community College Faculty Association (ECCFA)

8

13. Consideration of Approval of the Agreement Between the Board of Trustees of Elgin Community College District 509 and the Metropolitan Alliance of Police Elgin Community College Chapter #735 (MAP)

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14. Elgin Community College Five-Year Strategic Plan

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15. Consent Agenda Approval

- A. Minutes of the Regular Board Meeting of May 10, 2022 47
- B. Closed Session Minutes of the Regular Board Meeting of May 10, 2022 54
- C. Destruction of Audiotapes of November 5 and November 10, 2020 55
- D. Ratification of Report of Expenses 56
- E. Ratification of Board of Trustees Travel Expenses 57
- F. In-Residence Ensembles Renewal of Agreements
 - 1. Ballet Folklorico Huehuecoyotl (BFH) 58
 - 2. Children's Theatre of Elgin / Fox Valley Theatre Company 68
 - 3. Elgin Master Chorale, Inc. 78

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J. Child Care Workforce Bonus Grant	129
K. Fiscal Year 2023 Salary Adjustment and Insurance Contribution Rate for Administrative and Tutor Employees	130
L. Trustee In-State Attendance at Illinois Community College Trustees Association (ICCTA) Annual Convention	131
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9. Plumbing Services	143
10. Ratification of Regalia and Commencement Supplies	144
O. Personnel	
1. Instructor of Certified Recovery Support Specialist Program, Mr. Andrew Beck	145
2. Assistant Professor II of Design, Mr. Peter Infelise	146
3. Instructor of Psychology, Dr. Maureen Gray	147
4. Instructor of Heating, Ventilation, Air Conditioning and Refrigeration (HVAC-R), Mr. David Scott	148
5. Senior Director for Academic Programming and Public Safety, Chief Ronald S. Two Bulls, Jr.	149
6. Dean of Communications and Behavioral Sciences, Dr. Kristina C. Alcozer Garcia	150
16. Old Business	
17. New Business	
18. Adjournment	

Next regular meeting: 6:30 pm Tuesday, August 9, 2022

ELGIN COMMUNITY COLLEGE IDENTITY

BOARD PURPOSE

The purpose of the board is to represent the public in determining what programs and services the college will offer, to whom, at what cost, with what priority, and to evaluate the performance of the organization.

The Board is committed to excellence and accountability in everything the college does, to programs and services of the highest quality, and to making them available to the widest spectrum of appropriate constituencies.

MISSION STATEMENT

The mission of Elgin Community College is to improve people's lives through learning

STRATEGIC GOALS

1. Identify and expand practices to raise academic achievement and completion
2. Strategically build and maintain enrollment and purposeful pathways
3. Advance relationships that benefit the college, students, and partnering organizations
4. Instill a culture of service excellence and collaboration

VISION

We will pursue our Mission by focusing all our efforts on making Elgin Community College a national leader in promoting success for all students. This Vision will be attained through a commitment to provide innovative and affordable learning opportunities for all constituencies and to promote cultural competence and community partnership in our decisions and actions.

PHILOSOPHY ON LEARNING

Learning is the primary driver behind our Mission and Vision. We believe learning is a lifelong process of intellectual and interpersonal growth that occurs when individuals expand their depth of knowledge, skills, and experiences. We further believe that learning empowers individuals to improve their lives and the economic, social, and cultural conditions of local and global communities.

SHARED VALUES

Excellence

Our programs and services strive for the highest level of excellence to successfully achieve our vision. We use research-based methods to strengthen curriculum and deliver high-quality learning-centered instruction and services.

Freedom of Inquiry

We believe learning is most engaging and viable when a spirit of free inquiry exists, allowing everyone the freedom to explore new and diverse ideas and to express their interests and attitudes. We strive to create environments where inquiry flourishes and guides innovation.

Equity

We are an inclusive community that provides students, employees, and community members with full access to all resources needed to achieve their individual goals. We commit to creating an environment that is equitable and inclusive to all.

Diversity

We value and honor diversity in all forms and perspectives. To successfully achieve our vision, we provide a safe and inclusive community that promotes and affirms individual growth, social responsibility, and self-worth for success in a global world.

Ethical Practices

We are responsible to carry out our work with honesty and integrity. Our decisions and actions are guided by our vision and not by personal interests, and they will be enacted with a sense of service to students and community members.

Accountability

As a public institution, we commit to make the best use of resources. We strive to be transparent in reporting our decisions and actions and seek feedback from others as we continuously improve our practices.

Collaboration

We are actively committed to serving students, employees, and community members. The decisions and actions we undertake in carrying out our vision derive from working cooperatively with local through global constituencies.

ELGIN COMMUNITY COLLEGE
ACADEMIC CALENDAR 2022 - 2023

SUMMER SESSION 2022

Beginning Fri., June 3 and ending Sun., Aug. 7 all general use facilities will be closed Fridays through Sundays. The University & Business Center, Early Childhood Center, Events Center and Visual & Performing Arts Center will be open as scheduled.

Sat., May 28 – Mon., May 30 All Facilities Closed: Memorial Day Weekend
Mon., June 6..... Summer Session I Begins
Mon., June 13..... Summer Session II Begins
Mon., June 20 All Facilities Closed: Juneteenth Observed
Mon., July 4 All Facilities Closed: Independence Day
Mon., July 11 Summer Session III Begins
Thurs., Aug. 4 End of Summer Session Classes

Note: Summer session grades due by 4 p.m. the Monday following the last day of class.

***Critical Registration,
Financial Aid or
Payment Dates***

[Check dates»](#)

FALL SEMESTER 2022

Tues., Aug. 16 – Wed., Aug. 17..... New Full-Time Faculty Orientation
Thurs., Aug. 18 College Convocation
Fri., Aug. 19..... New Student Convocation
Mon., Aug. 22 Fall Semester Begins
Sat., Sept. 3 – Mon., Sept. 5..... All Facilities Closed: Labor Day (No Classes Labor Day Weekend)
Mon., Sept. 26..... 12-Week Fall Session Begins
Mon., Oct. 17 2nd 8-Week Fall Session Begins
Tues., Nov. 8..... All Facilities Closed: Election Day
5:00 p.m. Wed., Nov. 23 – Sun., Nov. 27 All Facilities Closed: Thanksgiving Recess
Fri., Dec. 16 Fall Semester Classes End
Sat., Dec. 17..... Graduation
Mon., Dec. 19 Grading Day/Semester Ends
Tues., Dec. 20 Grades Due by 8:00 a.m.
5:00 p.m. Thurs., Dec. 22 – Tues. Jan. 3..... All Facilities Closed: Winter Recess

SPRING SEMESTER 2023

Wed., Jan. 4..... Offices Reopen
Tues., Jan. 10 – Wed., Jan. 11..... New Full-Time Faculty Orientation
Thurs., Jan. 12..... College Convocation
Fri., Jan. 13 New Student Convocation
Mon., Jan. 16..... All Facilities Closed: Martin Luther King, Jr. Day
Tues., Jan. 17 Spring Semester Begins
Mon., Feb. 20 All Facilities Closed: Presidents' Day
Tues., Feb. 21..... 12-Week Spring Session Begins
Mon., Mar. 13 2nd 8-Week Spring Session Begins
Mon., Mar. 27 – Sun. April 2..... All Facilities Closed: Spring Recess
Wed., May 17..... Spring Semester Classes End
Thurs., May 18..... Grading Day/Semester Ends
Fri., May 19 High School Equivalency Graduation Ceremony
Sat., May 20 Graduation
Mon., May 22..... Grades Due by 4:00 p.m.
Mon., May 29..... All Facilities Closed: Memorial Day

Final examinations or other appropriate final evaluation activities will be held within regularly scheduled class hours.
The number of weeks classes are offered may vary.

Please check the College website www.elgin.edu for information regarding Registration, Financial Aid and Payment

8/18/15, 9/14/15, 7/19/16; 8/19/16; 6/29/17; 6/5/19; 7/15/21; 7/27/21; 9/2/21

Elgin Community College Board of Trustees Annual Planning Calendar

JUL ¹		AUG	SEP	OCT	NOV	DEC	JAN	FEB ¹	MAR	APR	MAY	JUN
Board Activities	Board Policy Review Period (cont'd from Jun)		Attorney reviews closed session minutes	Board adopts course fees for next fiscal year			Board Goal Planning Period: Board articulates budgetary considerations for next fiscal year			Board seats student trustee	Board seats newly elected trustees (in odd years)	Board Policy Review Period (cont'd thru Jul)
	Board presents and discusses President's evaluation with the President			Board attends ACCT Annual Congress Board awards faculty tenure		Board adopts tax levy Board conducts semi-annual self-evaluation	Board adopts tuition for next fiscal year Board provides input regarding budget projections and considerations proposed for next fiscal year	Board attends ACCT Legislative Summit	Attorney reviews closed session minutes Board awards faculty tenure Board and College discuss budget considerations in preparation for budget adoption in June (Finance Committee)	Board plans state lobby events (JCCTA) Board approves external audit firm and legal counsel		Board adopts next fiscal year's budget including auxiliary business unit operating parameters and transfers Board prepares President's evaluation Board retreats and conducts semi-annual self-evaluation and goal setting
College Activities	Goal and Budget Review Period: Departments review accomplishments from previous year		Goal and Budget Planning Period: Departments outline goals, needs, and budgets for next fiscal year		Goal and Budget Planning Period: College reviews department budget requests to prepare college budget for next fiscal year							
	College compiles annual accomplishments from previous year	Finance begins fiscal auditing activities for previous fiscal year College summarizes performance on key indicators from previous year	TLSD & Finance recommend course fees for next fiscal year	Finance adopts comprehensive audit report for previous fiscal year Finance proposes tax levy and abatements TLSD drafts academic calendar for the fiscal year that follows the next	Finance places tax levy on display and prepares tax levy hearing	College outlines budget projections for expected revenues and anticipated expenditures for next fiscal year (e.g., capital outlay, staffing needs, and auxiliary operating parameters) College makes tuition recommendation for next fiscal year	President sets goals for next fiscal year	Departments estimate budgets for next fiscal year based on proposed goals	Finance finalizes and places next year's annual budget on display			
Suggested Reports for Presentations (for COTW or Board Meetings)	Prevailing Wage Report (Finance)	Vendor Report Grant Monitoring Report (Apr-Jun)	Faculty Tenure Recommendations (TLSD) Performance Report/Effectiveness Indicators Update (Planning)	Update on General Education Assessment (TLSD) Course and lab fees (TLSD)	ECC Foundation Annual Report Grant Monitoring Report (Jul-Sep)		Annual Insurance Report (Finance) Community Report (Communications)	Faculty Tenure Recommendations (TLSD) Grant Monitoring Report (Oct-Dec)	Campus Crime Report (Clery Act)	Committee Representation Report (CELA)	ICCB RAMP (Operations & Maintenance) Grant Monitoring Report (Jan-Mar)	

¹ Committees of the Whole (COTW) and regular Board of Trustees meetings are not held in February and July. **Note:** The Board of Trustees Annual Planning Calendar contains major events and reports and is not meant to be comprehensive of all college-wide activities. Reports provided on a monthly basis include enrollment updates (e.g., headcounts, seats/hours, etc.) as part of the President's Report, the Illinois Community College Trustees Association Report, the ECC Foundation/Institutional Advancement Report, Personnel Report, Marketing and Communications Report, Report of Expenses, and Student Activities Report.

ICCTA MEETING AND CONVENTION SCHEDULE

Meetings, dates, and locations are subject to change

ICCTA SEMINARS (Fridays) & BOARD OF REPRESENTATIVES (Saturdays): (unless otherwise noted)

April 29, 2022	Board of Representatives Meeting, President Abraham Lincoln Hotel, Springfield, IL
September 9 – 10, 2022	Location to be determined
November 11 – 12, 2022	Location to be determined
March 10 – 11, 2023	Location to be determined

ICCTA ANNUAL CONVENTION:

June 10 – 11, 2022	Chicago Marriott Downtown Magnificent Mile, Chicago, IL
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ICCTA REGIONAL AND OTHER MEETINGS:

August 19 & 20, 2022	Executive Committee Retreat – Glen Ellyn, IL
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ILLINOIS COUNCIL OF COMMUNITY COLLEGE PRESIDENTS (ICCCP):

June 10, 2022	Chicago Marriott Downtown Magnificent Mile, Chicago, IL
September 9, 2022	Location to be determined
November 11, 2022	Location to be determined
March 11, 2023	Location to be determined

ICCB MEETINGS:

June 17, 2022	Harry L. Crisp II Community College Center, Springfield, IL
July 2022	Subject to Call
September 16, 2022	Richland Community College, Decatur, IL
December 2, 2022	Harry L. Crisp II Community College Center, Springfield, IL

IBHE MEETINGS:

June 29, 2022	TBD
August 16, 2022	TBD
November 15, 2022	TBD

ISAC MEETINGS:

June 16, 2022	Virtual or Chicago Site
September 22, 2022	Virtual or Chicago Site
December 8, 2022	Virtual or Chicago Site

ACCT/AACC EVENTS:

February 6 – 9, 2022	ACCT National Legislative Summit (NLS), Marriott Marquis, Washington, DC
October 26 – 29, 2022	ACCT Leadership Congress, Marriott Marquis, New York, NY
February 5 – 8, 2023	ACCT National Legislative Summit (NLS), Marriott Marquis, Washington, DC

OTHER DATES/MEETINGS:

April 28, 2022	Phi Theta Kappa Banquet, President Abraham Lincoln Hotel, Springfield, IL
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ILLINOIS COMMUNITY COLLEGE SYSTEM

EXCEPTIONAL QUALITY

- 🎓 Illinois is **#1 in the nation** in bachelor's degree completion rates among community college students who transfer (53.8 percent).
- 🎓 Earning an Associate of Applied Science or long-term certificate from an Illinois community college adds more than **\$570,000 in lifetime earnings**.
- 🎓 **Nine out of 10** of the state's community college graduates live, work, pay taxes, and raise their families in Illinois.
- 🎓 Community colleges contribute to Illinois' economic development by providing workforce training, increasing credential attainment, and closing the skills gap. Nearly **74 percent** of Illinois employers have hired a community college student.

AFFORDABLE INSTRUCTION

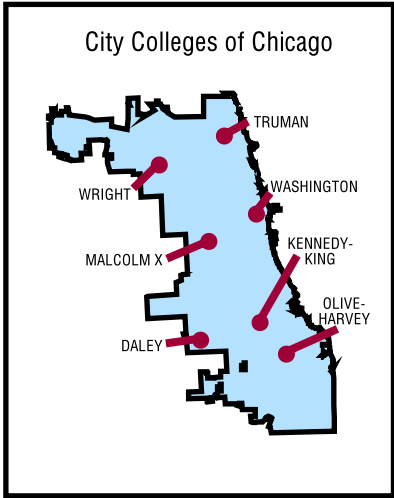
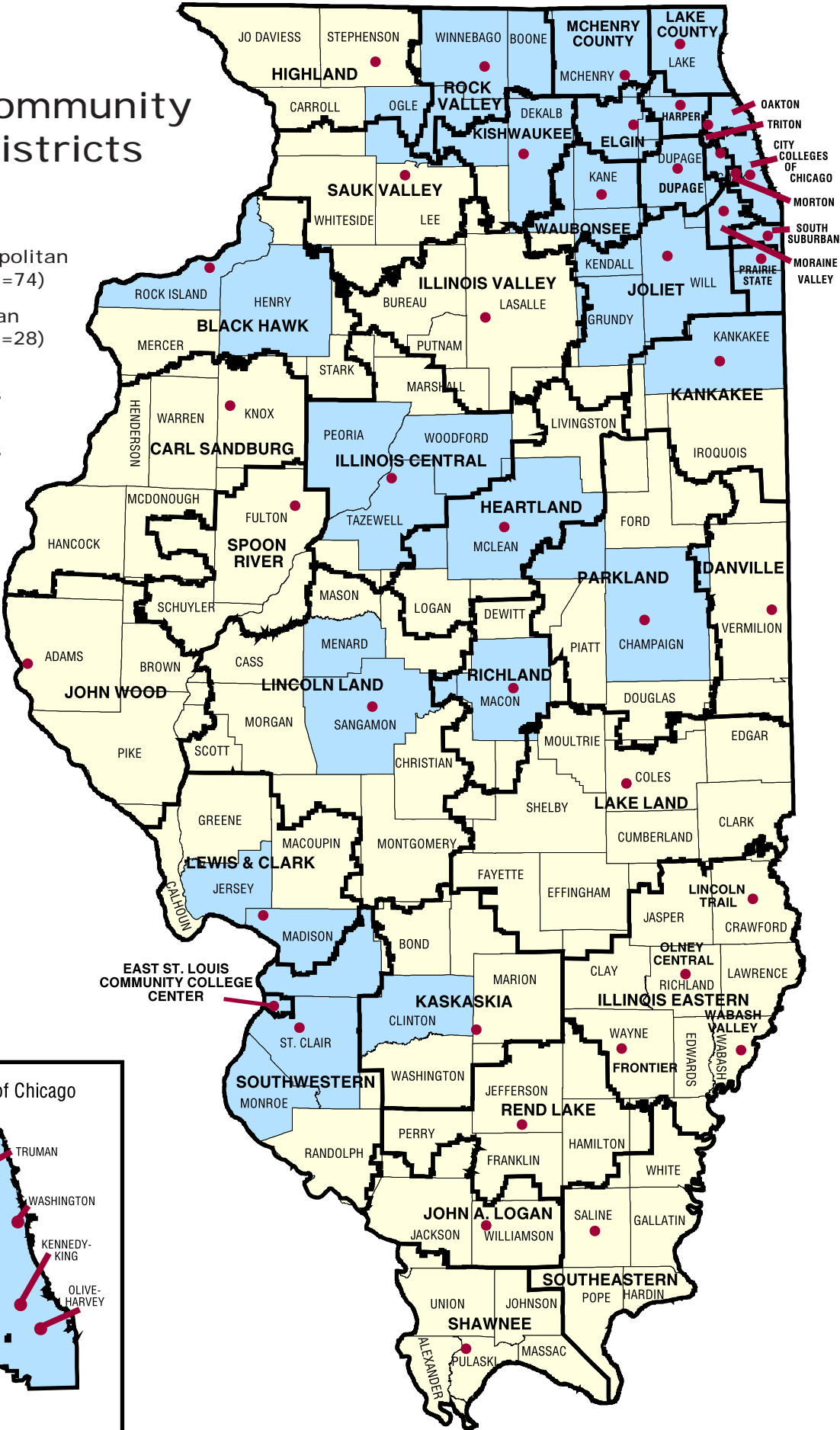
- 🎓 The average full-time Illinois community college student pays **\$4,410 per year in tuition and fees; nearly one-third the average tuition and fees** at Illinois public universities.
- 🎓 College costs can be reduced and students are able to gain access to college-level coursework during high school through dual credit. Community colleges offered **11,270 dual credit courses to 59,039 high school students**.
- 🎓 Illinois community colleges educate **60 percent of the students** enrolled in Illinois public higher education, but receive only **23 percent of the state's higher education funding**.

ACCESS FOR ALL

- 🎓 The Illinois Community College System is the **third largest in the nation** with 48 community colleges and 39 college districts in Illinois.
- 🎓 Nearly **700,000 students** taking credit, noncredit, and community education courses walk through the doors of an Illinois community college each year.
- 🎓 The "typical" community college student is a **28 years old female enrolled part-time**.
- 🎓 Almost **two-thirds of all minorities** in Illinois public higher education attend community colleges, and over **18,000 students with disabilities and 40,000 students with limited English proficiency** are served each year.

Illinois Community College Districts

- Non-Metropolitan Counties (n=74)
- Metropolitan Counties (n=28)
- District Boundaries
- County Boundaries





CAMPUS MAP

1700 Spartan Drive, Elgin, IL 60123-7193

Directory

A BUILDING

- First Stop (Information Desk)
- Lost and Found
- Main Entrance

B BUILDING

- Academic & Transfer Advising
- Admissions
- Bookstore
- Cafeteria/Student Lounges
- Career Development Services
- Disability Services/ADA
- Financial Aid & Scholarships
- First Year Programs & Student Life
- International Education & Programs
- Records & Registration
- Spartan Food Pantry
- Student Accounts
- Testing Center
- TRiO
- Veterans Services
- Wellness Services

C BUILDING

- Center for the Enhancement of Teaching & Learning (CETL)
- Distance Learning (D2L)
- Intensive English
- Library
- Tutoring Center

D BUILDING

- Print Shop/Copy Center
- ECC Police

E BUILDING

- Dining Rooms
- Facilities Rental
- Seigle Auditorium
- Strategic Partnerships & Experiential Learning

F BUILDING

- Student Computer Lab

G BUILDING

- College Transitions & Secondary Partnerships
- Spartan Auditorium

H BUILDING

- Blizzard Theatre
- Box Office
- Safety-Kleen Gallery One
- SecondSpace Theatre

I BUILDING

- Culinary Arts Retail Store
- Spartan Terrace Restaurant

J BUILDING

- Athletics
- Fitness Center
- Gymnasium
- Walking Track

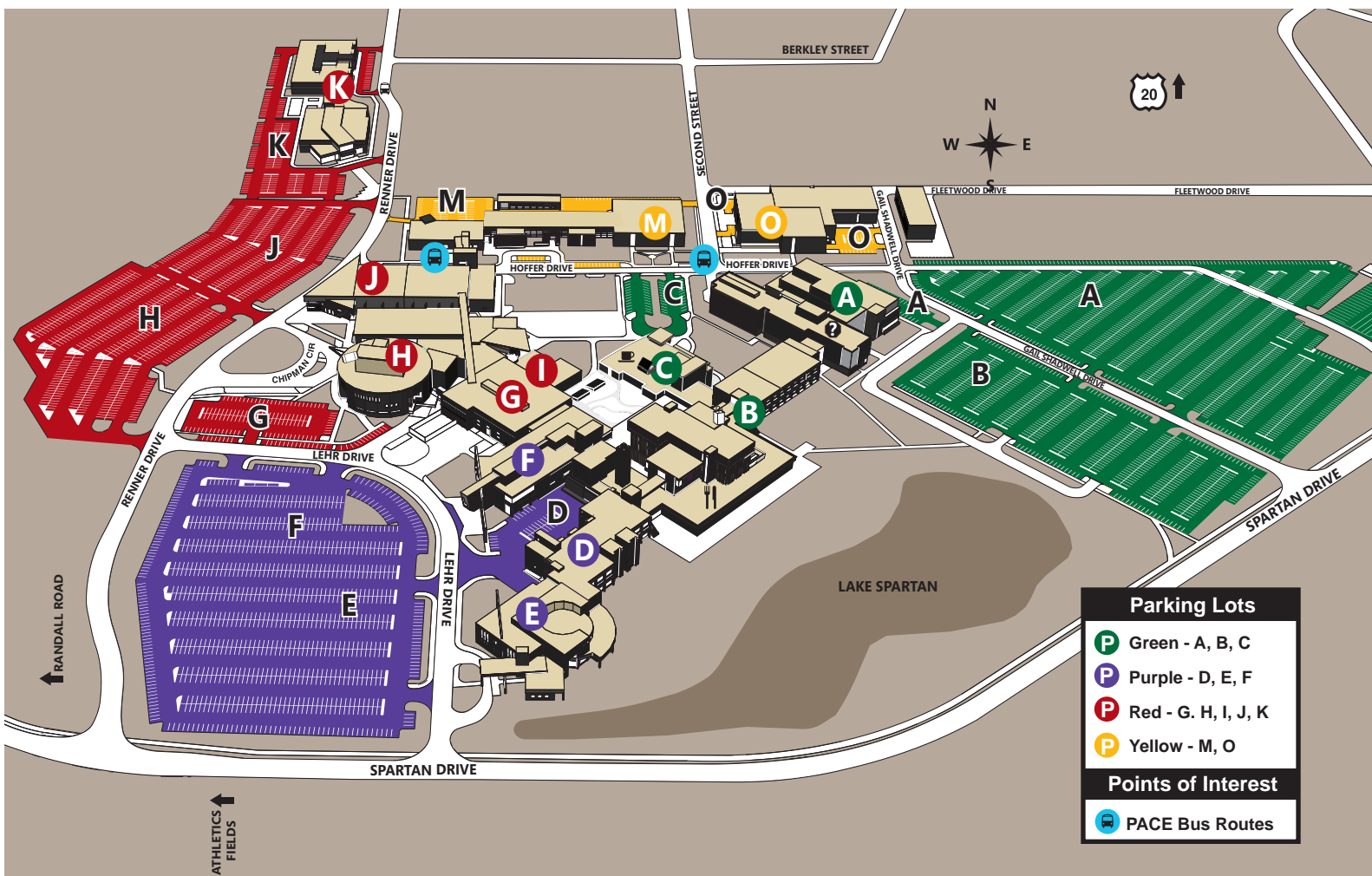
K BUILDING

- Adult Basic Education Center (ABEC)
- Continuing Education/Corporate Training
- English as a Second Language (ESL)
- High School Equivalency/GED®
- TRiO/Upward Bound
- Workforce Development

M BUILDING

- Early Childhood Lab School

O BUILDING



COLLEGE REPORTS

At each regular board meeting, various written departmental and liaison reports and materials are submitted to the board for their information and acceptance. That information includes, but is not limited to, the reports listed below.

College reports attached:

- A. Personnel (May)
- B. Treasurer (April)
- C. Student (May)

College reports/procedures presented under separate cover:

- D. Institutional Advancement and ECC Foundation (May)
- E. Community Engagement and Legislative Affairs (April / Annual)
- F. Marketing and Communications (quarterly)
- G. Student Success (quarterly)

Staff Contact: Dr. David Sam, President, 847-214-7374

PERSONNEL REPORT

First Name	Last Name	Action Code	Department and Position	Effective Date	Wage	Position Class
Kayla	Beadles	NH	Manager of Upward Bound II	5/31/2022	\$62,500.00	14
Emily	Gomez Romero	NH	Post-Secondary Success Coach	5/31/2022	\$22.00	12
Savannah	Ilenikhena	NH	Director of Grant Programs	5/31/2022	\$77,000.00	16
Simon	Kaplan	NH	Library Clerk III	5/16/2022	\$16.00	9
Nicole	Lacognata	NH	Bursar	5/31/2022	\$87,000.00	16
Amy	McConnell	NH	Executive Assistant - President's Office	6/13/2022	\$73,500.00	15
Josephine	Ashpaugh	RH	Senior Applications Developer II	4/18/2022	\$84,461.00	214
Graciela	Ortiz	RH	Custodian I	5/2/2022	\$27,784.00	7
Danielle	Barrueta	RC	Curriculum Specialist	3/29/2022	\$59,651.00	12
Thomas	Drennan	CG	Manager of Student Support Services	5/31/2022	\$62,500.00	14
David	Anim-Addo	TRN	Lab Coordinator I	5/16/2022	\$15.87	11
Natalie	Leisering	TRN	Director of Academic Advising	5/16/2022	\$81,440.00	16
Latasha	Dehaan	TC	Assistant Professor II of Political Science	5/30/2022	\$88,586.00	X/7
Vincent	Gaddis	TC	Professor I of History	5/30/2022	\$116,837.00	X/16
Shaina	Smith	RES	Administrative Assistant III	5/3/2022		
Dale	Ullman	RES	Internal Auditor	5/4/2022		

Key
NH - New Hire
RH - Rehire
RC - Reclassification
CG - Change Employee Group
TRN- Transfer-New Grade/Group
TC - Title Change
RES - Resignation

HUMAN RESOURCES STAFFING REPORT

Kayla Beadles

Kayla Beadles joins Elgin Community College as the Manager of Upward Bound II. Kayla earned a Bachelor of Arts in Public Relations and Classical Studies from Monmouth College and a Master's degree in College Student Personnel from Western Illinois University. Kayla has several years of experience working with TRIO programs and comes to the College from Monmouth University in New Jersey, where she served as a residential life area coordinator.

Emily Gomez Romero

Emily Gomez Romero joins Elgin Community College as a Post-Secondary Success Coach. Emily earned an Associate of Arts from Elgin Community College and is currently attending Columbia College of Missouri for a Bachelor of Science in Human Services. Emily comes to the college from Ivy Academy of Early Learning, where she served as a co-director.

Savannah Ilenikhena

Savannah Ilenikhena joins Elgin Community College as the Director of Grant Programs. Savannah earned a Bachelor of Arts in Psychology from The Chicago School of Professional Psychology and Northern Illinois University and a PhD in International Psychology from The Chicago School of Professional Psychology. Savannah has over six years of experience in advising, mentoring, recruiting and retaining students, as well as providing team leadership and DEI training. Savannah comes to the College from Kishwaukee College, where she served as TRIO program director.

Simon Kaplan

Simon Kaplan joins Elgin Community College as a Library Clerk III. Simon is currently attending University of Illinois at Urbana- Champaign toward earning a Bachelor of Arts. Simon has worked as a student assistant at the University of Illinois' International and Area Studies library, assisting patrons, managing the library's online records, and maintaining its collection. Simon also has three years of experience in retail and customer service.

Nicole Lacognata

Nicole Lacognata joins Elgin Community College as the Bursar. Nicole earned a Bachelor of Science in Organizational Management from Concordia University and an MBA in Business Administration from Concordia University. She is currently attending Northern Illinois University for an EdD in Higher Education Administration. Nicole has an extensive background in student success. Nicole comes to the College from Triton College Financial Aid where she served as an assistant director.

Amy McConnell

Amy McConnell joins Elgin Community College as an Executive Assistant in the President's Office. Amy earned a Bachelor of Liberal Arts from Lincoln College and an Associates in Arts from College of DuPage. Amy has more than seven years of experience as an administrative assistant, most recently with College of DuPage where she served as the Administrative Assistant VI to the Vice President of Human Resources.

Josephine Ashpaugh

Josephine Ashpaugh joins Elgin Community College as the Senior Application Developer II. Josephine earned an Associate's degree in Computer Programming Technology from Hinds Community College. Josephine has two years of experience working as a Senior Application Developer II in Elgin Community College. She also has over eight years of experience working as a system analyst and programmer.

Graciela Ortiz

Graciela Ortiz joins Elgin Community College as a Custodian I. Graciela has thirty years of experience in the house keeping field.

Staff Contact: Mr. Anthony Ray, Chief Human Resources Officer, 847-214-7415

ELGIN COMMUNITY COLLEGE DISTRICT 509

Investment Schedule

As of April 30, 2022

	Purchase Date	Maturity Date	Percentage Yield	Total Maturity Value	Cost	Bank
Certificate of Deposit	6/30/2020	6/30/2022	0.157%	249,781.32	249,000.00	Great Midwest Bank
Certificate of Deposit	6/30/2020	6/30/2022	0.150%	249,947.60	249,200.00	Luana Savings Bank
Certificate of Deposit	7/3/2020	7/5/2022	0.250%	249,946.92	248,700.00	First Capital Bank
Certificate of Deposit	7/9/2020	7/8/2022	0.130%	2,005,192.88	2,000,000.00	BMO Harris Bank, NA
Certificate of Deposit	7/10/2020	7/11/2022	0.150%	249,947.67	249,200.00	Farmers Bank and Trust
Certificate of Deposit	7/13/2020	7/13/2022	0.122%	249,910.00	249,300.00	GBC International Bank
Certificate of Deposit	7/21/2020	7/21/2022	0.101%	249,980.89	249,500.00	Mainstreet Bank
Certificate of Deposit	7/21/2020	7/21/2022	0.112%	249,960.43	249,400.00	Foresight Bank
Certificate of Deposit	7/27/2020	7/27/2022	0.142%	249,909.35	249,200.00	Gates Banking and Trust Company
Certificate of Deposit	7/30/2020	8/1/2022	0.150%	249,748.05	249,000.00	Texas Brand Bank
Certificate of Deposit	7/30/2021	8/1/2022	0.050%	249,925.58	249,800.00	Fieldpoint Private Bank & Trust
Certificate of Deposit	7/30/2021	8/1/2022	0.030%	249,976.64	249,900.00	Newbank NA
Certificate of Deposit	8/10/2020	8/10/2022	0.100%	249,999.00	249,500.00	Mechanics Savings, a Division of Maine Community Bank
Certificate of Deposit	4/6/2021	9/28/2022	0.050%	4,253,164.10	4,250,000.00	BMO Harris Bank, NA
Certificate of Deposit	10/1/2021	10/3/2022	0.050%	249,925.59	249,800.00	New Omni Bank N.A.
Certificate of Deposit	4/7/2021	10/7/2022	0.080%	2,002,402.19	2,000,000.00	Veritex Community Bank - LOC
Certificate of Deposit	11/1/2021	11/1/2022	0.054%	249,936.09	249,800.00	Security Bank of Crawford, TX
Certificate of Deposit	11/1/2021	11/1/2022	0.090%	249,925.38	249,700.00	Trustar Bank, VA
Certificate of Deposit	11/1/2021	11/1/2022	0.054%	249,934.89	249,800.00	Third Coast Bank, SSB
Certificate of Deposit	2/17/2021	2/17/2023	0.151%	249,928.40	249,200.00	Capital Bank
Certificate of Deposit	2/17/2021	2/17/2023	0.150%	249,947.60	249,200.00	Pacific Western Bank
Certificate of Deposit	3/22/2021	3/22/2023	0.093%	249,863.47	249,400.00	CIBC Bank USA/Private Bank - MI
Certificate of Deposit	3/22/2021	3/22/2023	0.091%	249,954.09	249,500.00	Midland States Bank
Certificate of Deposit	3/22/2021	3/22/2023	0.093%	249,661.02	249,200.00	Allegiance Bank Texas
Certificate of Deposit	3/22/2021	3/22/2023	0.070%	249,949.44	249,600.00	CIBM Bank
Certificate of Deposit	10/1/2021	4/3/2023	0.080%	249,800.22	249,500.00	Servisfirst Bank, FL
Certificate of Deposit	10/1/2021	4/3/2023	0.081%	249,889.33	249,600.00	First Internet Bank of Indiana
Certificate of Deposit	4/5/2021	4/5/2023	0.123%	249,409.56	248,800.00	CFG Bank
Certificate of Deposit	4/6/2021	4/6/2023	0.100%	4,258,504.78	4,250,000.00	BMO Harris Bank, NA
Certificate of Deposit	4/7/2021	4/7/2023	0.100%	2,004,004.81	2,000,000.00	BMO Harris Bank, NA
Certificate of Deposit	7/30/2021	7/31/2023	0.070%	249,852.28	249,500.00	First National Bank - Spearman, TX
Certificate of Deposit	8/10/2021	8/10/2023	0.141%	249,398.85	248,700.00	North American Banking Company, MN
Certificate of Deposit	8/17/2021	8/17/2023	0.104%	249,999.31	249,500.00	Customers Bank, NY
Certificate of Deposit	10/1/2021	10/2/2023	0.120%	249,698.67	249,100.00	Financial Federal Bank, TN
Certificate of Deposit	11/10/2020	11/10/2023	0.240%	249,688.23	247,900.00	Farmers and Merchants Union Bank
Certificate of Deposit	7/30/2021	7/30/2024	0.201%	249,901.59	248,400.00	Patriot Bank - TN
Certificate of Deposit	7/30/2021	7/30/2024	0.230%	248,804.59	247,100.00	Wisconsin River Bank
Certificate of Deposit	8/18/2021	8/16/2024	0.301%	248,520.78	246,300.00	Bank of the Valley, NE
Treasury Bills	1/19/2022	5/5/2022	0.032%	4,000,000.00	3,999,623.11	U.S. Treasury Note
Treasury Bills	3/21/2022	5/13/2022	0.140%	250,000.00	249,948.47	Fed Home
Treasury Bills	1/19/2022	5/17/2022	0.080%	4,000,000.00	3,998,964.22	Cash MGMT Bill
Treasury Bills	3/21/2022	5/26/2022	0.170%	250,000.00	249,923.00	U.S. Treasury Note
Treasury Bills	1/25/2022	6/2/2022	0.086%	7,750,000.00	7,747,657.78	U.S. Treasury Note
Treasury Bills	3/21/2022	6/14/2022	0.241%	1,000,000.00	999,440.42	Cash MGMT Bill
Treasury Bills	1/19/2022	6/16/2022	0.101%	1,250,000.00	1,249,486.11	U.S. Treasury Note
Treasury Bills	1/25/2022	6/16/2022	0.106%	500,000.00	499,792.92	U.S. Treasury Note
Treasury Bills	2/7/2022	6/16/2022	0.205%	3,750,000.00	3,747,285.63	U.S. Treasury Note
Treasury Bills	3/21/2022	6/23/2022	0.320%	3,000,000.00	2,997,532.50	U.S. Treasury Note
Treasury Bills	2/7/2022	6/30/2022	0.262%	3,250,000.00	3,248,222.66	U.S. Treasury Note
Treasury Bills	7/8/2021	7/7/2022	0.030%	249,000.00	249,173.77	Safra National Bank
Treasury Bills	1/11/2022	7/15/2022	0.110%	4,250,000.00	4,285,527.34	U.S. Treasury Note
Treasury Bills	7/17/2020	7/18/2022	0.150%	249,000.00	249,248.95	Prospect Bank
Treasury Bills	7/22/2020	7/22/2022	0.200%	249,000.00	249,248.38	Bank Hapoalim BM NY
Treasury Bills	7/24/2020	7/25/2022	0.130%	249,000.00	249,348.51	FNB of Albany
Treasury Bills	7/24/2020	7/25/2022	0.100%	249,000.00	249,498.16	First Federal Savings
Treasury Bills	2/7/2022	7/31/2022	0.366%	2,250,000.00	2,247,363.28	U.S. Treasury Note
Treasury Bills	8/12/2020	8/12/2022	0.150%	249,000.00	249,248.53	California Bank of Commerce
Treasury Bills	8/13/2021	8/12/2022	0.030%	249,000.00	249,173.79	1st Financial Bank USA
Treasury Bills	8/17/2021	8/17/2022	0.030%	249,000.00	249,174.25	TIAA FSB
Treasury Bills	9/10/2021	9/8/2022	0.050%	249,000.00	249,123.76	Synchrony Bank
Treasury Bills	1/11/2022	9/30/2022	0.193%	2,000,000.00	1,998,984.38	U.S. Treasury Note
Treasury Bills	4/9/2021	10/11/2022	0.080%	249,000.00	249,262.43	Wex Bank
Treasury Bills	11/2/2021	11/30/2022	0.050%	500,000.00	500,410.16	U.S. Treasury Note
Treasury Bills	12/13/2021	12/31/2022	0.210%	500,000.00	499,550.78	U.S. Treasury Note
Treasury Bills	12/22/2021	12/31/2022	0.208%	500,000.00	499,570.31	U.S. Treasury Note
Treasury Bills	7/6/2021	1/6/2023	0.040%	249,000.00	249,224.64	Capitol Bank
Treasury Bills	1/11/2022	1/15/2023	0.342%	3,750,000.00	3,793,798.83	U.S. Treasury Note
Treasury Bills	7/30/2021	1/30/2023	0.070%	249,000.00	249,299.45	Live Oak Banking Company
Treasury Bills	7/30/2021	1/30/2023	0.100%	249,000.00	249,187.11	Bankers Bank of Kansas
Treasury Bills	3/30/2021	3/30/2023	0.100%	249,000.00	249,497.38	Parkway Bank & Trust Co.
Treasury Bills	3/31/2021	3/31/2023	0.080%	249,000.00	249,348.31	Commonwealth Bus Bank CA

ELGIN COMMUNITY COLLEGE DISTRICT 509

Investment Schedule

As of April 30, 2022

	Purchase Date	Maturity Date	Percentage Yield	Total Maturity Value	Cost	Bank
Treasury Bills	10/14/2021	4/14/2023	0.060%	100,000.00	100,059.92	One Community Bank
Treasury Bills	11/2/2021	4/30/2023	0.211%	1,250,000.00	1,248,388.67	U.S. Treasury Note
Treasury Bills	12/13/2021	6/30/2023	0.390%	500,000.00	497,949.22	U.S. Treasury Note
Treasury Bills	12/22/2021	6/30/2023	0.387%	500,000.00	498,007.81	U.S. Treasury Note
Treasury Bills	1/11/2022	7/15/2023	0.574%	3,750,000.00	3,724,658.20	U.S. Treasury Note
Treasury Bills	7/16/2021	7/17/2023	0.110%	249,000.00	249,199.20	Community Bankers' Bank
Treasury Bills	7/23/2021	7/24/2023	0.120%	249,000.00	249,149.42	Axiom Bank
Treasury Bills	7/28/2021	7/28/2023	0.200%	249,000.00	249,496.76	Sallie Mae Bank/Salt Lake
Treasury Bills	3/30/2021	9/29/2023	0.150%	249,000.00	249,000.00	Amer Natl Bank/Fox Cities
Treasury Bills	11/2/2021	10/31/2023	0.371%	1,000,000.00	1,000,078.13	U.S. Treasury Note
Treasury Bills	12/13/2021	12/31/2023	0.570%	250,000.00	258,544.92	U.S. Treasury Note
Treasury Bills	12/22/2021	12/31/2023	0.549%	500,000.00	517,109.38	U.S. Treasury Note
Treasury Bills	1/11/2022	12/31/2023	0.740%	3,500,000.00	3,500,683.59	U.S. Treasury Note
Treasury Bills	1/11/2022	12/31/2023	0.323%	3,500,000.00	3,493,300.78	U.S. Treasury Note
Treasury Bills	3/26/2021	3/26/2024	0.301%	249,000.00	250,109.13	BMW Bank North America
Treasury Bills	3/19/2021	3/31/2024	0.180%	3,000,000.00	3,176,367.19	U.S. Treasury Note
Treasury Bills	3/23/2021	3/31/2024	0.185%	2,500,000.00	2,646,093.75	U.S. Treasury Note
Treasury Bills	4/14/2021	4/15/2024	0.250%	249,000.00	249,000.00	Goldman Sachs Bank USA
Treasury Bills	4/6/2021	4/30/2024	0.260%	2,000,000.00	2,106,250.00	U.S. Treasury Note
Treasury Bills	4/7/2021	4/30/2024	0.230%	1,500,000.00	1,592,460.94	U.S. Treasury Note
Treasury Bills	7/22/2021	7/15/2024	0.225%	1,742,000.00	1,749,757.34	U.S. Treasury Note
Treasury Bills	7/16/2021	7/16/2024	0.310%	249,000.00	249,297.65	Hanmi Bank
Treasury Bills	8/5/2021	8/5/2024	0.401%	249,000.00	250,105.88	Toyota Financial SGS Bank
Treasury Bills	8/18/2021	8/15/2024	0.272%	750,000.00	752,285.16	U.S. Treasury Note
Treasury Bills	8/20/2021	8/15/2024	0.287%	500,000.00	501,308.59	U.S. Treasury Note
Treasury Bills	11/2/2021	10/15/2024	0.647%	1,250,000.00	1,249,218.75	U.S. Treasury Note
Treasury Bills	10/25/2021	10/25/2024	0.360%	249,000.00	249,297.42	Belmont Bank & Trust Co
Treasury Bills	10/29/2021	10/29/2024	0.350%	249,000.00	249,000.00	First General Bank
Treasury Bills	12/15/2021	12/15/2024	0.855%	250,000.00	251,074.22	U.S. Treasury Note
Treasury Bills	12/20/2021	12/15/2024	0.753%	500,000.00	503,632.81	U.S. Treasury Note
Treasury Bills	12/29/2021	12/30/2024	0.800%	249,000.00	249,369.60	UBS Bank USA
Treasury Bills	1/18/2022	1/15/2025	1.070%	3,500,000.00	3,505,651.31	WI Treasury Note
Treasury Bills	1/5/2022	1/31/2025	0.910%	250,000.00	253,515.63	U.S. Treasury Note
Treasury Bills	1/10/2022	1/31/2025	1.042%	250,000.00	260,937.50	U.S. Treasury Note
Treasury Bills	2/7/2022	2/15/2025	1.398%	250,000.00	254,433.59	U.S. Treasury Note
Treasury Bills	3/22/2021	3/31/2025	0.476%	3,000,000.00	3,002,812.50	U.S. Treasury Note
Treasury Bills	3/23/2021	3/31/2025	0.474%	2,500,000.00	2,502,539.06	U.S. Treasury Note
Treasury Bills	4/6/2021	3/31/2025	0.550%	1,750,000.00	1,746,582.03	U.S. Treasury Note
Treasury Bills	4/7/2021	4/30/2025	0.520%	1,250,000.00	1,242,724.61	U.S. Treasury Note
Treasury Bills	3/22/2021	3/31/2026	0.718%	3,000,000.00	3,226,406.25	U.S. Treasury Note
Treasury Bills	3/23/2021	3/31/2026	0.720%	2,250,000.00	2,419,453.13	U.S. Treasury Note
Treasury Bills	4/6/2021	4/30/2026	0.830%	1,750,000.00	1,883,847.66	U.S. Treasury Note
Treasury Bills	4/7/2021	4/30/2026	0.770%	1,250,000.00	1,349,462.89	U.S. Treasury Note
Money Market Funds	4/30/2022	4/30/2022	0.051%	10,728,647.38	10,728,647.38	MAX General Fund #10896-101
Money Market Funds	4/30/2022	4/30/2022	0.051%	291,830.68	291,830.68	MAX Chiller Replacement #10896-215
Money Market Funds	4/30/2022	4/30/2022	0.051%	55,497.34	55,497.34	MAX Replace Ext Doors/Upgrade Sec. #10896-216
Money Market Funds	4/30/2022	4/30/2022	0.051%	776,504.99	776,504.99	MAX Campus Door Project #10896-217
Money Market Funds	4/30/2022	4/30/2022	1.000%	13,618,757.69	13,618,757.69	US Bank - IL Funds (01-00000-125000)
			0.30%	\$ 147,303,529.67	\$ 148,503,297.99	

*Illinois Funds and CD's are allocated to each fund. A breakout for the other funds can be obtained by request.

ELGIN COMMUNITY COLLEGE DISTRICT 509
EDUCATION FUND
For the Months Ending April 30, 2022

	2022 Budget	Fiscal Year Actual	% Actual Budget	Prior Yr 4/30/2021 Actual	% of FY2021 Budget
REVENUES					
Property Taxes	\$ 39,918,847	\$ 39,561,119	99.10%	\$ 39,001,112	98.30%
Local Grant and Contracts	508,723	181,644	35.71%	114,236	23.22%
Corporate Personal Property Replacement Tax	550,000	955,563	173.74%	554,168	116.67%
Illinois Community College Board	5,966,225	5,818,130	97.52%	5,170,453	92.26%
Student Tuition and Fees	23,125,000	20,170,610	87.22%	20,987,337	87.52%
Payment Plan and Late Fees	180,000	115,695	64.28%	150,420	83.57%
Interest	800,000	(1,367,152)	(170.89)%	368,558	26.23%
Miscellaneous External Revenue	3,378,186	833,834	24.68%	240,518	74.02%
Miscellaneous Internal Revenue	-	622	-	980	-
TOTAL REVENUES	74,426,981	66,270,065	89.04%	66,587,782	92.31%
EXPENDITURES BY OBJECT					
Salaries	46,749,993	38,736,728	82.86%	37,478,011	83.28%
Employee Benefits	9,322,024	7,020,852	75.31%	6,895,928	73.74%
Contractual Services	3,998,967	2,346,406	58.68%	2,215,194	41.15%
General Material & Supplies	4,423,222	3,038,258	68.69%	2,410,933	59.32%
Professional Development	691,562	280,789	40.60%	139,430	42.12%
Fixed Charges	242,637	112,123	46.21%	94,272	44.66%
Utilities	1,300	1,218	93.66%	1,295	99.65%
Capital Outlay	1,292,200	630,387	48.78%	1,796,570	79.58%
Other	437,651	253,041	57.82%	286,909	37.47%
Waivers/Institutional Scholarships	690,000	317,066	45.95%	176,707	64.26%
TOTAL EXPENDITURES BY OBJECT	67,849,556	52,736,868	77.73%	51,495,252	76.13%
EXPENDITURES BY FUNCTION					
Instruction	31,961,712	26,134,245	81.77%	25,458,889	80.11%
Academic Support	9,660,271	7,366,075	76.25%	7,053,780	73.95%
Student Services	6,695,148	4,878,022	72.86%	4,719,461	76.42%
Public Services	567,301	394,243	69.49%	381,755	74.75%
Institutional Support	18,275,124	13,647,217	74.68%	13,704,659	70.77%
Institutional Waiver	690,000	317,066	45.95%	176,707	64.26%
TOTAL EXPENDITURES BY FUNCTION	67,849,556	52,736,868	77.73%	51,495,252	76.13%
Excess (deficiency) of revenues over expenditures	(6,577,425)	13,533,197	-	15,092,531	-
OTHER FINANCING SOURCES (USES)					
Transfer to Capital Projects Fund	(4,400,000)	(4,400,000)	-	(16,000,000)	(533.33)%
Transfer to Food Service	(123,414)	-	-	-	-
Transfer to Production Services	(49,610)	-	-	-	-
Transfer to Student Life	(558,422)	(370,475)	66.34%	(307,920)	(59.98)%
Transfer to Athletics	(888,627)	(589,478)	66.34%	(441,209)	(51.82)%
Transfer to Early Childhood Lab School	(306,640)	-	-	-	-
Transfer to LLL Continuing Education	(67,303)	-	-	-	-
Transfer to Corporate Education	(183,409)	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	(6,577,425)	(5,359,953)	-	(16,749,129)	-
Excess (deficiency) of revenues over expenditures and other sources (uses)	-	8,173,244	-	(1,656,598)	-
Fund Balance at beginning of year	-	54,732,140	-	65,347,133	-
Fund Balance	\$ -	\$ 62,905,384	-	\$ 63,690,535	-

**ELGIN COMMUNITY COLLEGE DISTRICT 509
OPERATIONS AND MAINTENANCE FUND
For the Months Ending April 30, 2022**

	2022 Budget	Fiscal Year Actual	% Actual Budget	Prior Yr Actual 2022-04-30	% of FY2021 Budget
REVENUES					
Local Government Services:					
Property Taxes	\$ 12,083,144	\$ 11,775,260	97.45%	\$ 11,523,117	98.65%
State Government Services:					
Other Local Government (Hanover Park)	91,227	17,135	18.78%	12,374	14.20%
Miscellaneous External Revenue	4,500	526	11.68%	6,027	136.97%
Miscellaneous Internal Revenue	3,500	4,392	125.49%	-	-
Miscellaneous Internal Revenue (Security)	3,750	3,892	103.79%	603	8.93%
Building Rental External Revenue (Net Comps)	104,143	76,235	73.20%	5,958	2.33%
TOTAL REVENUES	12,290,264	11,877,440	96.64%	11,548,079	95.90%
EXPENDITURES BY OBJECT					
INSTITUTIONAL SUPPORT					
Salaries	4,304,176	3,538,240	82.20%	3,557,885	83.43%
Employee Benefits	893,785	685,298	76.67%	686,603	75.50%
Contractual Services	1,044,727	751,335	71.92%	701,082	62.73%
General Material & Supplies	669,756	483,785	72.23%	411,018	58.52%
Professional Development	5,100	3,904	76.55%	299	1.79%
Fixed Charges	672,500	471,770	70.15%	481,600	84.49%
Utilities	2,921,707	1,970,773	67.45%	1,893,456	68.49%
Capital Outlay	479,634	311,925	65.03%	287,463	51.63%
Other	7,717	-	-	-	-
TOTAL INSTITUTIONAL SUPPORT	10,999,102	8,217,030	74.71%	8,019,407	73.56%
CAMPUS SAFETY AND SECURITY					
Salaries	639,848	525,738	82.17%	520,224	(82.97)%
Employee Benefits	284,409	264,871	93.13%	235,659	(81.53)%
Contractual Services	47,500	12,643	26.62%	12,643	(31.73)%
General Material & Supplies	77,980	43,627	55.95%	29,864	(35.73)%
Professional Development	5,425	4,660	85.90%	1,441	(17.10)%
Other	236,000	109,433	46.37%	32,601	(35.44)%
TOTAL CAMPUS SAFETY AND SECURITY	1,291,162	960,972	74.43%	832,431	(73.03)%
TOTAL EXPENDITURES BY OBJECT	12,290,264	9,178,002	74.68%	8,851,837	(73.51)%
EXPENDITURES BY FUNCTION					
Institutional Support	10,999,102	8,217,030	74.71%	8,019,407	(73.56)%
	1,291,162	960,972	74.43%	832,431	(73.03)%
TOTAL EXPENDITURES BY FUNCTION	12,290,264	9,178,002	74.68%	8,851,837	(73.51)%
Excess (deficiency) of revenues over expenditures	-	2,699,438	-	2,696,242	11.20%
OTHER FINANCING SOURCES (USES)					
Transfer to O&M Facility Rental	(58,833)	-	-	-	-
Transfer from Other Funds	58,833	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-	-
Excess (deficiency) of revenues over expenditures and other sources (uses)	-	2,699,438	-	2,696,242	-
Fund Balance at beginning of year	-	17,555,824	-	16,371,318	-
Fund Balance	\$ -	\$ 20,255,262	-	\$ 19,067,560	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
CAPITAL PROJECT FUND
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
REVENUES					
BABS Rebates	\$ -	\$ -	-	\$ 671,255	50.20%
TOTAL REVENUES	-	-	-	671,255	50.20%
EXPENDITURES BY OBJECT					
Contractual Services	1,337,500	600,366	44.89%	100,097	11.16%
Capital Outlay	11,817,516	2,296,844	19.44%	24,251	1.15%
TOTAL EXPENDITURES BY OBJECT	13,155,016	2,897,211	22.02%	124,348	4.14%
EXPENDITURES BY FUNCTION					
Institutional Support	13,155,016	2,897,211	22.02%	124,348	4.14%
TOTAL EXPENDITURES BY FUNCTION	13,155,016	2,897,211	22.02%	124,348	4.14%
Excess (deficiency) of revenues over expenditures	(13,155,016)	(2,897,211)	22.02%	546,907	(32.89)%
OTHER FINANCING SOURCES (USES)					
Transfers from Other Funds	4,400,000	4,400,000	100.00%	16,000,000	(533.33)%
TOTAL OTHER FINANCING SOURCES (USES)	4,400,000	4,400,000	100.00%	16,000,000	(533.33)%
Excess (deficiency) of revenues over expenditures and other sources (uses)	(8,755,016)	1,502,789	-	16,546,907	-
Fund Balance at beginning of year	-	47,832,600	-	32,587,904	-
Fund Balance	\$ (8,755,016)	\$ 49,335,389	-	\$ 49,134,811	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
BOND AND INTEREST FUND
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
REVENUES					
Property Taxes	\$ 9,881,784	\$ 9,790,029	99.07%	\$ 10,684,712	84.92%
Bonds Proceeds	-	-	-	104,315,756	-
TOTAL REVENUES	9,881,784	9,790,029	99.07%	115,000,468	914.00%
EXPENDITURES BY OBJECT					
Fixed Charges	6,972,975	8,260,288	118.46%	113,337,598	914.93%
TOTAL EXPENDITURES BY OBJECT	6,972,975	8,260,288	118.46%	113,337,598	914.93%
EXPENDITURES BY FUNCTION					
Institutional Support	6,972,975	8,260,288	118.46%	113,337,598	914.93%
TOTAL EXPENDITURES BY FUNCTION	6,972,975	8,260,288	118.46%	113,337,598	914.93%
Excess (deficiency) of revenues over expenditures and other sources (uses)	2,908,809	1,529,741	-	1,662,870	-
Fund Balance at beginning of year	-	4,888,363	-	4,841,932	-
Fund Balance	\$ 2,908,809	\$ 6,418,104	-	\$ 6,504,802	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
AUXILIARY SERVICES FUND, CONTINUING ED
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$ 97,000	77,146	79.53%	\$ 14,700	10.89%
Miscellaneous Internal Revenue	60,000	65,444	109.07%	59,774	85.39%
TOTAL REVENUES	157,000	142,590	90.82%	74,474	36.33%
OPERATING EXPENSES					
Salaries	136,426	118,917	87.17%	120,848	67.61%
Employee Benefits	19,227	9,395	48.87%	13,884	72.38%
Contractual Services	68,900	59,247	85.99%	13,760	29.03%
General Material & Supplies	19,550	11,859	60.66%	10,666	40.94%
Professional Development	200	-	-	-	-
TOTAL OPERATING EXPENSES	244,303	199,418	81.63%	159,158	58.61%
Excess (deficiency) of revenues over expenditures	(87,303)	(56,828)	-	(84,684)	-
OTHER FINANCING SOURCES (USES)					
Transfers from Other Funds	67,303	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	67,303	-	-	-	-
Net Income (Loss)	(20,000)	(56,828)	-	(84,684)	-
Retained Earnings at beginning of the year	-	(17,350)	-	-	-
Retained Earnings	\$ (20,000)	\$ (74,178)	-	\$ (84,685)	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
AUXILIARY SERVICES FUND, CORPORATE TRAINING
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$110,500	\$67,992	61.53%	\$21,238	13.27%
TOTAL REVENUES	110,500	67,992	61.53%	21,238	13.27%
OPERATING EXPENSES					
Salaries	197,171	30,471	15.45%	71,404	63.56%
Employee Benefits	16,803	4,582	27.27%	11,363	67.76%
Contractual Services	48,885	34,953	71.50%	14,452	24.09%
General Material & Supplies	10,500	1,804	17.18%	368	2.02%
Professional Development	550	300	54.55%	-	-
TOTAL OPERATING EXPENSES	273,909	72,110	26.33%	97,587	46.88%
Excess (deficiency) of revenues over expenditures	(163,409)	(4,118)	-	(76,349)	-
OTHER FINANCING SOURCES (USES)					
Transfers from Other Funds	183,409	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	183,409	-	-	-	-
Net Income (Loss)	20,000	(4,118)	-	(76,349)	-
Retained Earnings at beginning of the year	-	-	-	-	-
Retained Earnings	\$ 20,000	\$ (4,118)	-	\$ (76,349)	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
AUXILIARY SERVICES FUND, BOOKSTORE
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$2,164,500	\$1,926,036	88.98%	\$2,001,214	66.42%
Miscellaneous Internal Revenue	78,000	64,696	82.94%	22,216	26.77%
TOTAL REVENUES	2,242,500	1,990,732	88.77%	2,023,429	65.36%
OPERATING EXPENSES					
Salaries	271,081	217,274	80.15%	215,873	65.39%
Employee Benefits	76,305	36,401	47.70%	35,849	50.50%
Contractual Services	44,028	38,850	88.24%	30,229	68.66%
General Material & Supplies	1,788,862	1,618,821	90.49%	1,812,917	73.72%
Professional Development	-	-	-	-	-
Other	31,000	486	1.57%	748	2.39%
TOTAL OPERATING EXPENSES	2,211,276	1,911,832	86.46%	2,095,615	71.32%
Excess (deficiency) of revenues over expenditures	31,224	78,900	-	(72,186)	-
OTHER FINANCING SOURCES (USES)					
Transfers to Other Funds	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-	-
Net Income (Loss)	31,224	78,900	-	(72,186)	-
Retained Earnings at beginning of the year	-	(203,718)	-	29,796	-
Retained Earnings	\$ 31,224	\$ (124,818)	-	\$ (42,390)	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
AUXILIARY SERVICES FUND, EARLY CHILDHOOD LAB SCHOOL
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$ 282,652	\$ 215,519	76.25%	\$ 151,829	34.97%
TOTAL REVENUES	282,652	215,519	76.25%	151,829	34.97%
OPERATING EXPENSES					
Salaries	520,593	190,783	36.65%	157,098	35.35%
Employee Benefits	121,403	46,481	38.29%	48,223	53.40%
Contractual Services	3,049	1,549	50.80%	1,420	59.17%
General Material & Supplies	39,251	32,218	82.08%	21,121	33.66%
Professional Development	-	90	-	324	129.60%
TOTAL OPERATING EXPENSES	684,296	271,121	39.62%	228,187	38.02%
Excess (deficiency) of revenues over expenditures	(401,644)	(55,602)	-	(76,358)	-
OTHER FINANCING SOURCES (USES)					
Transfers from Other Funds	306,640	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	306,640	-	-	-	-
Net Income (Loss)	(95,004)	(55,602)	-	(76,358)	-
Retained Earnings at beginning of the year	-	7,142	-	(7,142)	-
Retained Earnings	\$ (95,004)	\$ (48,460)	-	\$ (83,500)	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
AUXILIARY SERVICES FUND, FOOD SERVICES
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$331,974	\$223,821	67.42%	\$16,053	1.92%
Miscellaneous Internal Revenue	50,000	55,379	110.76%	13,317	6.79%
TOTAL REVENUES	381,974	279,200	73.09%	29,370	2.85%
OPERATING EXPENSES					
Salaries	245,435	224,519	91.48%	214,255	56.98%
Employee Benefits	70,365	34,812	49.47%	43,637	70.21%
Contractual Services	9,805	5,837	59.53%	7,621	21.77%
General Material & Supplies	179,633	127,851	71.17%	(4,444)	(0.84)%
Professional Development	150	28	18.63%	-	-
Capital Outlay	-	-	-	-	-
Other	-	(49)	-	-	-
TOTAL OPERATING EXPENSES	505,388	392,998	77.76%	261,070	25.81%
Excess (deficiency) of revenues over expenditures	(123,414)	(113,799)	-	(231,699)	-
OTHER FINANCING SOURCES (USES)					
Transfers from Other Funds	123,414	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	123,414	-	-	-	-
Net Income (Loss)	-	(113,799)	-	(231,699)	-
Retained Earnings at beginning of the year	-	(78,614)	-	92,109	-
Retained Earnings	\$ -	\$ (192,413)	-	\$ (139,590)	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
AUXILIARY SERVICES FUND, VISUAL AND PERFORMING ARTS CENTER
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$529,037	\$179,819	33.99%	\$22,922	3.22%
Miscellaneous Internal Revenue	176,932	109,271	61.76%	82,204	37.63%
TOTAL REVENUES	705,969	289,090	40.95%	105,126	11.31%
OPERATING EXPENSES					
Salaries	232,956	90,192	38.72%	106,127	41.91%
Employee Benefits	12,113	11,977	98.87%	12,280	28.96%
Contractual Services	345,919	179,975	52.03%	60,049	14.48%
General Material & Supplies	114,321	36,844	32.23%	13,945	10.68%
Professional Development	22,150	4,968	22.43%	1,083	4.45%
Capital Outlay	122,000	42,367	34.73%	111,870	36.22%
Fixed Charges	5,000	880	17.60%	-	-
TOTAL OPERATING EXPENSES	854,459	367,203	42.97%	305,354	25.92%
Excess (deficiency) of revenues over expenditures	(148,490)	(78,113)	-	(200,228)	-
OTHER FINANCING SOURCES (USES)					
Release of Fund Balance	148,490	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	148,490	-	-	-	-
Net Income (Loss)	-	(78,113)	-	(200,228)	-
Retained Earnings at beginning of the year	-	1,088,653	-	1,398,450	-
Retained Earnings	\$ -	\$1,010,540	-	\$1,198,222	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
AUXILIARY SERVICES FUND, PRODUCTION SERVICES
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$690	\$1,984	287.50%	\$3,281	164.06%
Miscellaneous Internal Revenue	209,910	302,148	143.94%	97,009	21.20%
TOTAL REVENUES	210,600	304,132	144.41%	100,290	21.83%
OPERATING EXPENSES					
Salaries	95,421	121,919	127.77%	114,438	65.43%
Employee Benefits	29,337	35,179	119.91%	34,841	62.49%
Contractual Services	1,479	1,479	100.00%	1,329	82.14%
General Material & Supplies	34,593	28,278	81.75%	16,184	17.59%
Professional Development	500	250	50.00%	39	3.74%
Other	-	-	-	-	-
Depreciation	12,381	-	-	-	-
Fixed Charges	86,500	67,726	78.30%	61,092	53.89%
TOTAL OPERATING EXPENSES	260,210	254,831	97.93%	227,923	49.60%
Excess (deficiency) of revenues over expenditures	(49,610)	49,301	-	(127,633)	-
OTHER FINANCING SOURCES (USES)					
Transfers from Other Funds	49,610	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	49,610	-	-	-	-
Net Income (Loss)	-	49,301	-	(127,633)	-
Retained Earnings at beginning of the year	-	(36,270)	-	72,693	-
Retained Earnings	\$ -	\$ 13,031	-	\$ (54,940)	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
AUXILIARY SERVICES FUND, STUDENT LIFE
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$ -	\$ -	-	\$ 43,391	-
TOTAL REVENUES	-	-	-	43,391	-
OPERATING EXPENSES					
Salaries	330,773	274,201	82.90%	234,276	77.39%
Employee Benefits	90,269	69,454	76.94%	58,181	85.50%
Contractual Services	3,000	300	10.00%	-	-
General Material & Supplies	39,080	25,203	64.49%	15,388	22.04%
Professional Development	15,300	1,317	8.35%	75	0.60%
Capital Outlay	80,000	-	-	-	-
TOTAL OPERATING EXPENSES	558,422	370,475	66.34%	307,920	59.99%
Excess (deficiency) of revenues over expenditures	(558,422)	370,475	66.34%	(264,529)	51.54%
OTHER FINANCING SOURCES (USES)					
Transfers from Other Funds	558,422	370,475	66.34%	264,529	51.53%
TOTAL OTHER FINANCING SOURCES (USES)	558,422	370,475	66.34%	264,529	51.53%
Net Income (Loss)	-	-	-	-	-
Retained Earnings at beginning of the year	-	50,748	-	50,748	-
Retained Earnings	\$ -	\$ 50,748	-	\$ 50,698	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
AUXILIARY SERVICES FUND, INTERCOLLEGIATE ATHLETICS
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$ -	\$1,975	-	\$ -	-
TOTAL REVENUES	-	1,975	-	-	-
OPERATING EXPENSES					
Salaries	460,587	366,683	79.61%	319,061	71.97%
Employee Benefits	76,540	55,312	72.27%	51,756	70.82%
Contractual Services	90,000	51,553	57.28%	6,225	7.73%
General Material & Supplies	128,300	81,835	63.78%	54,153	41.03%
Professional Development	103,000	20,113	19.53%	(920)	(0.90)%
Fixed Charges	20,000	7,415	37.08%	6,700	33.50%
Capital Outlay	10,200	8,542	83.74%	4,704	-
TOTAL OPERATING EXPENSES	888,627	591,453	66.56%	441,679	51.88%
Excess (deficiency) of revenues over expenditures	(888,627)	(589,478)	66.34%	(441,679)	51.88%
OTHER FINANCING SOURCES (USES)					
Transfers from Other Funds	888,627	589,478	66.34%	441,209	51.82%
TOTAL OTHER FINANCING SOURCES (USES)	888,627	589,478	66.34%	441,209	51.82%
Net Income (Loss)	-	-	-	(471)	-
Retained Earnings at beginning of the year	-	(567)	-	1,374	-
Retained Earnings	\$ -	\$ (567)	-	\$ 903	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
WORKING CASH
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
REVENUES					
Interest	\$ 60,000	\$ 29,743	49.57%	\$ 81,500	148.00%
TOTAL REVENUES	60,000	29,743	49.57%	81,500	148.00%
EXPENDITURES BY OBJECT					
General Material & Supplies	-	-	-	-	-
Professional Development	-	-	-	-	-
TOTAL EXPENDITURES BY OBJECT	-	-	-	-	-
EXPENDITURES BY FUNCTION					
Institutional Support	-	-	-	-	-
TOTAL EXPENDITURES BY FUNCTION	-	-	-	-	-
Excess (deficiency) of revenues over expenditures and other sources (uses)	60,000	29,743	-	81,500	-
Fund Balance at beginning of year	-	4,737,476	-	4,639,387	-
Fund Balance	\$ 60,000	\$ 4,767,219	-	\$ 4,704,416	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
AUDIT FUND
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
REVENUES					
Property Taxes	\$ 150,067	\$ 98,989	65.96%	\$ 103,898	86.11%
TOTAL REVENUES	150,067	98,989	65.96%	103,898	86.11%
EXPENDITURES BY OBJECT					
Salaries	65,067	64,975	99.86%	5,385	13.83%
Contractual Services	85,000	63,377	74.56%	55,852	68.33%
General Material & Supplies	-	79	-	-	-
TOTAL EXPENDITURES BY OBJECT	150,067	128,431	85.58%	61,237	50.75%
EXPENDITURES BY FUNCTION					
Institutional Support	150,067	128,431	85.58%	61,237	50.75%
TOTAL EXPENDITURES BY FUNCTION	150,067	128,431	85.58%	61,237	50.75%
Excess (deficiency) of revenues over expenditures and other sources (uses)	-	(29,442)	-	42,661	-
Fund Balance at beginning of year	-	190,686	-	178,014	-
Fund Balance	\$ -	\$ 161,244	-	\$ 220,675	-

ELGIN COMMUNITY COLLEGE DISTRICT 509
LIABILITY, PROTECTION & SETTLEMENT SUBFUND
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
REVENUES					
Property Taxes	\$ 905,000	\$ 695,915	76.90%	\$ 546,799	64.93%
Miscellaneous External Revenue	-	2,451	-	-	-
TOTAL REVENUES	905,000	698,366	77.17%	546,799	64.93%
EXPENDITURES BY OBJECT					
INSTITUTIONAL SUPPORT					
Contractual Services	195,000	10,013	5.13%	117,681	86.17%
Fixed Charges	950,000	935,271	98.45%	872,403	107.70%
TOTAL INSTITUTIONAL SUPPORT	1,145,000	945,284	82.56%	990,084	104.60%
CAMPUS SAFETY AND SECURITY					
Salaries	639,495	523,411	81.85%	516,974	84.49%
TOTAL CAMPUS SAFETY & SECURITY	639,495	523,411	81.85%	516,974	84.49%
TOTAL EXPENDITURES BY OBJECT	1,784,495	1,468,695	82.30%	1,507,058	96.70%
EXPENDITURES BY FUNCTION					
Institutional Support	1,145,000	945,284	82.56%	990,084	104.60%
Campus Safety and Security	639,495	523,411	81.85%	516,974	84.49%
TOTAL EXPENDITURES BY FUNCTION	1,784,495	1,468,695	82.30%	1,507,058	96.70%
Excess (deficiency) of revenues over expenditures other sources (uses)	(879,495)	(770,329)	-	(960,259)	-
Fund Balance Released from Reserved Fund Balance	879,495	-	-	-	-
Fund Balance at beginning of year	-	3,668,627	-	4,747,331	-
Fund Balance	\$ -	\$ 2,898,298	-	\$ 3,787,072	-

ELGIN COMMUNITY COLLEGE DISTRICT 5
INTERNAL SERVICE FUND
For the Months Ending April 30, 2022

	2022	Fiscal Year	% Actual	Prior Yr	% of
	Budget	Actual	Budget	4/30/2021	FY2021
				Actual	Budget
REVENUES					
Benefit Charges	\$ 11,673,979	\$ 8,806,605	75.44%	\$ 8,572,378	83.17%
TOTAL REVENUES	11,673,979	8,806,605	75.44%	8,572,378	83.17%
EXPENDITURES BY OBJECT					
Employee Benefits	11,673,979	9,634,764	82.53%	8,534,798	82.80%
TOTAL EXPENDITURES BY OBJECT	11,673,979	9,634,764	82.53%	8,534,798	82.80%
EXPENDITURES BY FUNCTION					
Institutional Support	11,673,979	9,634,764	82.53%	8,534,798	82.80%
TOTAL EXPENDITURES BY FUNCTION	11,673,979	9,634,764	82.53%	8,534,798	82.80%
Excess (deficiency) of revenues over expenditures other sources (uses)	-	(828,159)	-	37,580	-
Fund Balance at beginning of year	-	(23,394,558)	-	(24,937,335)	-
Fund Balance	\$ -	\$ (24,222,717)	-	\$ (24,899,755)	-

STUDENT ACTIVITIES REPORT

Student Life Mission

*We promote student **learning** and **success** by providing co-curricular programs, student leadership opportunities, and an overall campus climate in which students can thrive. This mission is carried out and through the following categories: New Student Orientation, Education Culture, Leadership, Service/Volunteering, Entertainment, Stress Release, and Civic/Governance.*

April & May 2022

April 21, 2022 through May 18, 2022

Asian Pacific Month (April 12th - May 4th)

Elgin Community College's celebration of the Asian American and Pacific Islander Heritage Month is held from mid-April to early-May due to the semester's schedule and finals week. The celebration month was sponsored by the Asian Pacific Month Committee, Asian Filipino Club, and Student Life.

Minari Movie & Discussion (April 26th)

This event is a movie and discussion of the film, *Minari*, a captivating film about a Korean family that moves to rural Arkansas in search of their own American Dream and the undeniable resilience of family and what roots us. After the movie, Humanities Professor, Dr. Peter Han, led a great discussion and conversation with those in attendance and students shared their own personal experiences within their own family dynamics and culture. The night also included snacks and refreshments.

~ 50 Attendees

Closing Celebration (May 4th)

The Asian Pacific Month Closing Celebration included traditional Filipino games facilitated by the Asian Filipino Club, a henna tattoo artist, DJ, and free Asian snacks and drinks from Student Life. A color powder celebration in honor of the Holi Festival was also held where students splashed each other with a variety of colors.

~ 120 Attendees

Karaoke Extravaganza (April 21st)

Performing Arts Club (PAC) held a collaboration with Phi Theta Kappa. The event was held in the Jobe lounge from 5 to 8. They had a night of singing, food and fun with friends.

~ 25 Attendees



Am I The Drama? SWANS Drag Extravaganza (April 29th)

Students Who Are Not Silent (SWANS) held their very own drag show held in the Jobe lounge, building B. It was hosted by Jakki Love and had appearances from Tory Chiffon, Mia Dee Diamond, Lady Deviant, Sativa Feliciano, and Rachel Slurrz. SWANS sold concessions and merchandise.

173 Attendees

Chillin' Out (May 3rd)

Phi Theta Kappa held a fundraiser in the building B hallway from 12 to 3 pm where they sold snow cones for three dollars of a variety of different flavors to students and faculty.

~ 50 Attendees

Climate Refugee Walk (May 10th)

The Honors In Action course here on campus provided a well organized walk around campus to show support for refugees who have been displaced from their homes due to climate change. During the walk they held signs with empowering messages and at the end of the walk held a booth to raise money to give to an organization, Border Angels, that helps climate refugees.

~ 20 Attendees

Craft Vendor Fair (May 10th)

The Organization of Latin American Students (OLAS) held their second craft vendor fair due to their first one going so well. They held the event outside in the Building B walkway/lakeside patio from 12 to 3 pm and opened up the craft vendor fair to all small local businesses.

9 booths

~ Over 100 Attendees throughout the day

Stress Free Zone (May 11th)

Student Life held a stress free event with coffee, water color paints, do it yourself (DIY) plants, as well as comfort dogs (Healing Paws of Anderson Humane). They held the event in the Jobe Lounge (Building B) from 10 am to 1 pm to promote positive mental health as students prepare for finals and to help provide them with tools to handle the stress of finals week.

~ 150 Attendees

LGBTQ Pride Squad Car - Elgin Police (May 12th)

Elgin Community College and Students Who Are Not Silent (SWANS) is proud to announce that they are sponsors of the 2022 Elgin Police PRIDE Squad. Every June the Elgin Police Department's LGBTQ+ Outreach Coordinator, Travis Hooker organizes a PRIDE squad that is driven in local parades and events to celebrate PRIDE month. This year ECC, in support of the LGBTQ+ community at ECC, has donated \$150 to the effort of wrapping the car in a PRIDE decal.



Out Of This World - Student Life Leadership Banquet (May 13th)

Student Life held their annual Leadership Banquet to honor all student leaders of the clubs and organizations here on campus. They gave awards to many recipients for several different categories and for the excellent work they've done over the course of the past academic year. They also recognized student leaders who were graduating and presented each with a blue and silver leadership cord by their respective advisor. Not only did they recognize student leaders, but they also recognized the new Student Government team and swore them into their respective positions. The banquet also had special honorary guests from Dr. Sam; Board of Trustee members Dr. Ollayos, Dr. Redmer, Mr. Rodriguez, and Mr. Duffy; Dr. Gregory Robinson; Dr. Lulu Blacksmith, Dr. Yolanda Barnes, student advisors, and other staff members.

183 Attendees





ADVISOR OF THE YEAR
LIDDY HOPE
HUMAN SERVICES CLUB

FRIEND OF STUDENT LIFE
JUAN FERNANDEZ
DIRECTOR OF ART & DESIGN

RISING STAR AWARD

NADIA SHAABAN ADAPT, VICE PRESIDENT	AVA POLLOCK ANIME CLUB, PRESIDENT	WILLIAM THOMAS ANIME CLUB, MARKETING OFFICER
FITZ RAMIREZ ENGINEERING TECH CLUB, SECRETARY	KELLY STOFFLE PHI THETA KAPPA, HONORS IN ACTION OFFICER	

LEADERSHIP AWARD

FRANCIS RAMIREZ ASIAN FILIPINO CLUB, TREASURER	RIELLY VANIS EDUCATORS RISING, SECRETARY	TYLER PONCE PHI THETA KAPPA, PANTRY OFFICER
CLAUDIA ROBLES HSC, TREASURER & SG, VICE PRESIDENT	DANIEL SOLORIO GARCIA OLAS, TREASURER & SWANS, VICE PRESIDENT	PAMELA FLORES OLAS, MARKETING OFFICER
ELIZABETH BARNES PHI THETA KAPPA, TREASURER	JASON OLLIE STUDENT GOVERNMENT, TREASURER	GIOVANNI PATINO TRIUMPH, SCHOLAR

DISTINGUISHED PRESIDENT AWARD

SFO FOLEY ADAPT	ADEENA BALUYUT ASIAN FILIPINO CLUB	GWYN CANLAS ASSOCIATED NURSING STUDENTS
DOMINIC DI PALERMO ECC OBSERVER	JESSICA RAMOS EDUCATORS RISING	LESLIE CRUZ EDUCATORS RISING
MICHAEL HALL GAMERS UNITED	TIFFANY JENSEN HUMAN SERVICES CLUB	AOLANY CAMPUZANO OLAS
THOMAS CORCORAN PHI THETA KAPPA	JACQUELING ESPINOZA RECOVERY OF ALL KINDS	VICTORIA TISCHER RECOVERY OF ALL KINDS
JENNA MANZANO STUDENT GOVERNMENT	JAMES G. ALLEN, JR. STUDENTS WHO ARE NOT SILENT	



If you have any questions, please contact
StudentTrusteeMcVey@elgin.edu

RESOLUTION OF APPRECIATION
Dean of Communications and Behavioral Sciences, Dr. Ruixuan Mao

Recommendation

The administration recommends that the Board of Trustees approves the Resolution of Appreciation for Dr. Ruixuan (Rick) Mao, Dean of Communications and Behavioral Sciences, who will be retiring on June 30, 2022.



Dr. David Sam, President

Staff Contact: Dr. Peggy Heinrich, Vice President, Teaching, Learning and Student
Development, 847-214-7363

RESOLUTION OF APPRECIATION
Dr. Ruixuan (Rick) Mao, Dean of Communications and Behavioral Sciences

WHEREAS, Dr. Mao joined ECC as the Dean of Liberal Arts and Social Studies in 2002 and then served as the Dean of the Communications and Behavioral Studies division after it was reorganized in 2005 until the present; and

WHEREAS, Dr. Mao was instrumental in the hiring and tenure of 28 full-time and countless adjunct faculty in the CABS division and was committed to diversifying faculty ranks; and

WHEREAS, Dr. Mao led more than ten cultural trips to China, including a Title VI faculty exchange group for more than 100 students, faculty, staff, board members, local residents, and out of state travelers, was instrumental in signing over 20 collaborative agreements between ECC and educational institutions in China, and organized and mentored the ECC Chinese Student Club to enrich campus cultural life; and

WHEREAS, Dr. Mao offered over 18,000 class sections during his tenure at ECC, resulting in more than one hundred million dollars in tuition revenue, and was instrumental in establishing the Write Place with the support of the English faculty; and

WHEREAS, Dr. Mao believed in the expertise of his faculty and placed them at the helm of decision-making, advocating for what they needed to be successful, mentoring them with kindness, and supporting them through periods of personal loss; and

WHEREAS, Dr. Mao was instrumental in the growth of the speech team, helping to secure student scholarships, increasing the budget to allow the group to attend additional tournaments, including nationals, leading to the first national awards for ECC students; and

WHEREAS, Dr. Mao is described by his faculty as being extremely generous with his time and money, valuing faculty as more than subordinates in the workplace, and viewing everyone as having only the greatest potential; and

WHEREAS, Dr. Mao approached his work with love and compassion, recognizing that his work is about people and that people thrive when they feel understood, supported, and included; and

WHEREAS, it is appropriate to formally recognize and honor Dr. Mao upon his retirement from Elgin Community College on June 30, 2022; and now, therefore, be it

RESOLVED that the Board of Trustees of Community College District 509, Counties of Kane, Cook, DuPage, McHenry, and DeKalb, State of Illinois, on the 14th day of June 2022, expresses to Dr. Mao, on behalf of District 509 citizens, his colleagues, and the many students and employees who have benefitted from his leadership, heartfelt appreciation for his many years of dedicated service, valuable contributions and service to the college, and extends to him best wishes for the future; and be it further

RESOLVED that this resolution be entered into the minutes of the Board of Trustees and a copy signed by all trustees be prepared for, and presented to Dr. Ruixuan (Rick) Mao.

ACCEPTANCE OF WRITTEN COLLEGE REPORTS

Recommendation

The administration recommends that the Board of Trustees accepts the following written college reports, which are attached:

- A. Personnel (May)
- B. Treasurer (April)
- C. Student (May)

The administration recommends that the Board of Trustees accepts the following written college reports/procedures, which were presented under separate cover:

- D. Institutional Advancement and ECC Foundation (May)
- E. Community Engagement and Legislative Affairs (May / Annual)
- F. Marketing and Communications (quarterly)
- G. Student Success (quarterly)



Dr. David Sam, President

Background

At each regular board meeting, various departmental and liaison reports and materials are submitted to the board for their information and acceptance. That information includes, but is not limited to, financial data, grants data, personnel data, marketing and community activities, student activities, institutional advancement data/Foundation news, and police department statistics.

Staff Contact: Dr. David Sam, President, 847-214-7374

RESOLUTION TO ADOPT FISCAL YEAR 2023 BUDGET

Recommendation

The administration recommends that the Board of Trustees adopts the attached resolution for the Fiscal Year 2023 Budget and the planning assumptions contained within the budget.



Dr. David Sam, President

Background

The Board of Trustees has overseen the budget development process and has reviewed the proposed assumptions and budget. Legal notices for the public hearing were properly published and opportunity for public review of the proposed budget was provided. The administration was available to answer any questions that may have arisen regarding the proposed budget.

This recommendation is provided in accordance with Board Policy EP 3.1, which states,
. . . the President may not propose a budget which does not include accurate projections of revenues and expenses, separation of capital and operational items, cash flow, and disclosure of planning assumptions;

and with Board Policy EP 3:2, which states,
. . . the President may not propose a budget in any fiscal year of more funds than are conservatively projected to be received during that year.

Staff Contact: Dr. Kimberly Wagner, Vice President, Business and Finance, 847-214-7728

COMMUNITY COLLEGE DISTRICT NO. 509
COUNTIES OF
KANE, COOK, DUPAGE, MCHENRY and DEKALB

RESOLUTION TO ADOPT 2022-2023 BUDGET

For Fiscal Year Beginning July 1, 2022 and Ending June 30, 2023

WHEREAS, the Board of Community College District No. 509, Counties of Kane, Cook, DuPage, McHenry and DeKalb, State of Illinois, caused to be prepared in tentative form a budget, and a Secretary of the Board has made the same conveniently available to public inspection for at least thirty (30) days prior to final action thereon:

AND WHEREAS, a public hearing will be held on such budget on the 14th day of June, 2022, a notice of said hearing will be given at least thirty (30) days prior thereto as required by law and all other legal requirements have been complied with;

AND THEREFORE, BE IT RESOLVED, by the Board and said Community College District as follows:

Section 1: That the fiscal year of this Community College is fixed and declared to be July 1, 2022 and ending June 30, 2023.

Section 2: That the following budget containing an estimate of amounts available to fund the expenditures in each fund as follows: Education; Operations and Maintenance; Capital Projects; Bond and Interest; Audit; Internal Service Fund; Liability, Protection and Settlement; Bond Proceeds; and Auxiliary Enterprises each separately, and is hereby proposed as the budget of this Community College District for the said fiscal year.

Education	\$69,512,801
Operations and Maintenance	12,541,431
Capital Projects	8,000,000
Bond and Interest	10,664,419
Auxiliary Enterprises	6,592,747
Audit	168,764
Liability, Protection and Settlement	1,676,183
Internal Service	12,214,714
 TOTAL	 \$121,371,059

Chairman, Board of Trustees

Secretary, Board of Trustees

June 14, 2022

STATE OF ILLINOIS

COUNTY OF KANE

I, the undersigned, Secretary of the Board of Trustees of Community College District No. 509, Counties of Kane, Cook, DuPage, McHenry, and DeKalb and State of Illinois, do hereby certify that the attached resolution is a true, complete, and correct copy of the resolution authorizing the approval of the Fiscal Year 2023 budget, which was approved by the Board, by a vote of _____, of said Community College District No. 509 and approved by the Chairman on the 14th day of June, 2022 the same appears in the records and files in my office.

Given under my hand this 14th day of June, 2022.

Secretary, Board of Trustees
Community College District No. 509
Counties of Kane, Cook, DuPage, McHenry,
And DeKalb and State of Illinois

Notary Public

**RATIFICATION OF ADDENDUM 1 TO THE MEMORANDUM OF AGREEMENT
REGARDING THE FALL 2022 SEMESTER
BETWEEN
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 509 AND
THE ELGIN COMMUNITY COLLEGE FACULTY ASSOCIATION (ECCFA)**

Recommendation

The administration recommends the Board of Trustees of Community College District 509 ratifies Addendum 1 to the Memorandum of Agreement regarding the fall 2022 semester with the Elgin Community College Faculty Association.



Dr. David Sam, President

Background

Impact bargaining between the Board of Trustees and the Elgin Community College Faculty Association commenced on May 2, 2022, and the parties reached a tentative agreement on May 11, 2022 which was fully executed on May 17, 2022.

Staff Contacts: Respicio F. Vazquez, General Counsel, 847-214-7760
Dr. Peggy Heinrich, Vice President, Teaching, Learning, and Student
Development, 847-214-7363

**ADDENDUM NO. 1 TO MEMORANDUM OF AGREEMENT FOR THE
FALL 2022 SEMESTER BETWEEN
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 509 AND THE
ELGIN COMMUNITY COLLEGE FACULTY ASSOCIATION (ECCFA)
MAY 16, 2022**

The Elgin Community College (ECC) requested to bargain an Addendum to the Memorandum of Agreement for the Fall 2022 Semester to reduce the six (6) foot social distancing requirement. As a result, the Board of Trustees agreed to the following Addendum No. 1 to the previous Memorandum of Agreement referenced in the above caption of this document through to the end of the fall 2022 semester, when facilities close for the winter break at 5:00 p.m. on Thursday, December 22, 2022:

Section 6 of the Fall 2022 Memorandum of Agreement shall be amended as follows:

- b. Class sizes will be designed based on social distancing parameters within each identified classroom or lab, as recommended by governing entities (i.e. IDPH, CDC, Kane County Health Department, Governor's Executive Orders, Restore Illinois Plan), not to exceed the course maximum. When such recommended social distancing parameters are no greater than six recommended feet of social distancing, the section caps may be based on three feet of social distancing. Section caps shall not be raised less than one week before the section starts.

Section 8 of the Fall 2022 Memorandum of Agreement shall be amended as follows:

- a. Qualified faculty shall be allowed to require students/faculty/staff/administrators to wear masks while in classes/labs/offices/workrooms, and during any in person interaction. In the case of a library instruction session, either in the library or in a classroom, a qualified faculty librarian or a qualified primary instructor shall be allowed to require students/faculty/staff/administrators to wear masks during the session. A qualified faculty librarian working the reference desk shall be allowed to require patrons to wear a mask during in-person interactions. Prior to the commencement of such requirement, a faculty member must qualify by following identified procedures and submitting documentation, such as medical documentation from a medical physician or medical provider to Human Resources that supports such qualification for Human Resources' approval.
- b. Qualified faculty as referred to in Paragraph 8a. above include those faculty who have autoimmune disorders or suffer medical conditions that make them immunocompromised. Further, this extends to include immediate family (defined as spouse, children, parents, grandparents, and grandchildren) who reside in the same faculty member's household and also have autoimmune disorders or suffer medical conditions that make them immunocompromised. These family members need to be qualified via the same process as described in 8a above for Human Resources' approval.

**APPROVAL OF THE AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT 509
AND
THE METROPOLITAN ALLIANCE OF POLICE ELGIN COMMUNITY COLLEGE
CHAPTER #735 (MAP)**

Recommendation

The administration recommends the Board of Trustees of Community College District 509 approves the Collective Bargaining Agreement, effective July 1, 2022 through June 30, 2025, with the Metropolitan Alliance of Police (MAP).



Dr. David Sam, President

Background

Negotiations between the Board of Trustees and MAP commenced on May 9, 2022, and a tentative agreement was reached on June 2, 2022. MAP met on June 2, 2022 and ratified the three-year agreement.

Staff Contacts: Respicio F. Vazquez, General Counsel, 847-214-7760
 Mr. Anthony Ray, Chief Human Resources Officer, 847-214-7415

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PREAMBLE

This Agreement is entered into by and between the Board of Trustees of Community College District No. 509, Counties of DuPage, Cook, McHenry, DeKalb, and Kane and the State of Illinois, a Public Community College, commonly known as Elgin Community College (hereinafter referred to as the "the Board") and the Metropolitan Alliance of Police, Chapter #735(hereinafter referred to as the "Union").

It is the purpose of this Agreement, and it is the intent of the parties hereto establish and promote a mutual harmonious understanding and relationship between the Board and the Union; to promote efficiency and effectiveness; and to establish wages, hours, and other conditions of employment for the employees covered by this Agreement.

In consideration of the mutual promises and agreements contained in this Agreement, the Board and the Union do mutually promise and agree as follows:

ARTICLE I - RECOGNITION

Section 1.1. Recognition

The Board recognizes the Union as the sole and exclusive collective bargaining representative for all employees of the college employed as fulltime police officers below the rank of sergeant, and excluding all supervisory, managerial, confidential, short-term employees as defined in the Illinois Educational Labor Relations Act (IELRA), and all other employees of the college as determined by the Illinois Educational Labor Relations Board (IELRB) in Case No. 2017-RC-0002-C.

Section 1.2. Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all police officers in the bargaining unit, i.e. MAP Chapter #735. . In light of *Janus v. AFSCME*, fair share fees are no longer collected. So long as *Janus* remains binding authority, fair share fees will not be collected. However, should *Janus* be overruled, the parties will meet and bargain over the means and manner by which fair share fees will be collected.

Section 1.3. "Local Union Board"

For purposes of this Agreement, the term Local Union Board shall refer to the Local Union's duly elected Board of Directors.

ARTICLE 2 - NON-DISCRIMINATION

Section 2.1. Equal Opportunity and Affirmative Action Statement

The Board will continue to provide equal employment opportunity for all police officers and apply equal employment practices.

Section 2.2. Non-Discrimination, Harassment, and Retaliation

Neither the Board nor the Union shall discriminate on the basis of race, color, national origin, ancestry, sex/gender/identity, age, religion, disability, pregnancy, veteran status, marital status, sexual orientation, membership or non-membership in the Union, or any other status protected by applicable federal, state or local law in matters of employment.

Section 2.3. Access to Grievance Procedure and Reporting

Officers are strongly encouraged to report any alleged violation of Section 2.1 Equal Opportunity and Affirmative Action Statement or Section 2.2, Non-Discrimination, Harassment, and Retaliation to the College Paralegal EEO/AA Officer for a confidential review of concerns and complaints as well as for assistance toward a timely resolution. Whenever possible, attempts to mediate allegations of discrimination will be an informal process. In the event this proves to be unsatisfactory, the College Paralegal EEO/AA Officer or the Chief Human Resource Officer will provide guidelines and assistance necessary for the police officer to issue a formal complaint. If the police officer is dissatisfied with the response of the College Paralegal or the Chief Human Resource Officer, he may appeal the matter in writing directly to the College President. The police officer may also pursue a discrimination complaint under the grievance procedure, but such grievance shall not proceed to the arbitration step. Nothing in this article shall constitute a waiver of any rights provided to an employee by law, nor shall the mere filing of a complaint or grievance prohibit an employee from pursuing other remedies to the extent allowed and otherwise as provided by law.

ARTICLE 3 - UNION AND BOARD RELATIONS

Section 3.1. Dues Deduction

The Board will deduct union dues from the first paycheck issued after receipt of the checkoff authorization form in accordance with the submission deadlines as indicated on the Board's payroll calendar. The dues deduction will be made bi-weekly from each police officer who has filed with the Union and a copy forwarded to the Human Resources Department a voluntary, effective checkoff authorization in the form agreed upon by the parties (Appendix "A"). Such deductions will be remitted to the Union within seven (7) days of the deduction. A police officer desiring to revoke the dues checkoff may do so by providing thirty (30) days' written notice to the Board and the Union. The actual amount of dues deducted, as determined by the Union, shall be uniform in nature for each police officer in order to ease the burden of administering this provision. If the police officer has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the police officer any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular dues during the life of this Agreement. The Union will give the Board thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

Section 3.2. Union Indemnification

The Union shall indemnify and hold harmless, the Board, its trustees, officers, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the police officer any such amount and report it to Human Resources ten (10) business days prior to the issuance of the next payroll check.

Section 3.3. Bulletin Board

The Board will make available a bulletin board in the work area for the posting of official Union business. The Union will limit the posting of Union business to such bulletin board. Endorsements, documents, pamphlets and other literature which is primarily and chiefly political in nature with regard to candidates or elections for any local, state or national office may not be posted on this bulletin board. Nor may material be posted on the bulletin board which is offensive, demeaning or derogatory in nature.

ARTICLE 4 - MANAGEMENT RIGHTS

The Board shall retain the sole right and authority to operate and direct the affairs of the College and the College Police Department in all of its various aspects, including, but not limited to, all rights and authority exercised by the Board prior to the execution of this Agreement, except as specifically modified by the express written provisions of this Agreement. Among the rights retained by the Board include, but are not limited to, the following:

- a. to determine its mission and policies;
- b. to determine its budget and how it is spent;
- c. to determine the means, methods and places of operation;
- d. to make lawful appointments;
- e. to plan, direct, and control all duties and functions performed by police officers;
- f. to determine the work or services to be performed by its police officers, as well as the method by which said work or services shall be performed;
- g. to determine schedules, the hours of operation, and duties, responsibilities and assignments and re-assignments of police officers and schedule modifications to meet police department needs.
- h. to determine the number and classification of positions, to create and alter positions, and to determine minimum staffing requirements including the number of police officers;
- i. to hire, assign, evaluate, promote, create and appoint special details or assignments, transfer, train and schedule police officers;
- j. to manage, control, supervise and direct the work force, including the right to assign work, to determine, require and assign overtime, establish work and productivity standards, and to determine the operation or services to be conducted by police officers;
- k. to maintain discipline, order and efficiency;
- l. to demote, discipline, suspend, or discharge police officers and to require the cooperation of all police officers in the performance of this function, within the confines of applicable law;
- m. to make, revise and enforce rules, regulations, policies and procedures;

- n. to introduce new and improved methods, materials, rules, policies, regulations, equipment or facilities; or to change or eliminate existing methods, materials, rules, policies, regulations, equipment or facilities;
- o. to contract out for goods and services;
- p. to lay off, relieve or recall police officers from work;
- q. to set standards for services for the public;
- r. to determine and administer educational policy;
- s. to take all actions necessary to carry out the mission of the College and to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- t. to determine and set standards of how and when uniform(s) are to be worn and their maintenance;
- u. to determine and set standards for equipment/weapon(s) to be carried by police officers and their maintenance;
- v. to determine fitness and training needs, create, utilize, authorize and schedule training to meet department needs and scheduling, and to assign police officers for training;
- w. to determine, revise and implement internal investigation procedures;
- x. to be able to require fitness for duty testing and counseling; to determine qualifications for employment and to be able to require types of pre-hire testing.

ARTICLE 5 - SUBCONTRACTING

It is the general policy of the Board to continue to utilize its police officers to perform work they are qualified to perform and to utilize bargaining unit personnel for overtime. Except in the case of exigent circumstances, prior to the implementation of subcontracting, the Board will give at least thirty (30) days' prior written notice thereof to the Union. Upon the written request of the Union to the Chief of Police, the Board will meet and confer with the Union and its representatives in order to discuss the subcontracting and to consider any alternatives to subcontracting. The Board's decision will be final, provided that existing police officers are not displaced by subcontract personnel.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

Section 6.1. Intent of Article

This Article is intended to define the normal hours of work and provide the basis for calculating hours of work per day, per week, overtime, and overtime payments. This Article is not, however, a guarantee of hours of work per day, work period, month or year.

Section 6.2. Normal Workweek and Workday

The normal workweek shall consist of five (5) consecutive days worked and two (2) consecutive days off, consisting of forty (40) hours per calendar week (Monday through Sunday) and the normal workday shall consist of eight (8) consecutive hours, except as provided elsewhere in this Agreement. Each police officer will be allowed to take a paid thirty (30) minute meal period each day subject to call for emergency work duties. The meal period shall be subject to availability and duty assignments and, in all instances, the police officer shall be subject to calls for service during a meal period.

Section 6.3. Summer Workweek and Workday

Except as provided elsewhere in this Agreement, the summer workweek shall consist of four (4) consecutive work days, nine (9) hours per day, and three (3) consecutive days off; thirty-six (36) hours per calendar week worked, paid as forty (40) hours straight time. Lunch and breaks during the summer schedule shall be applied in the same manner as the Normal Workday in Section 6.2 above.

Section 6.4. Changes in Normal Workweek and Workday

The shifts, workdays, and hours to which police officers are assigned shall be stated on the Departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or workweek, the Chief or his designee will give notice where practicable of such change.

Section 6.5. Overtime Compensation

All hours actually worked, inclusive of paid time off as described in the following paragraph, in excess of forty (40) hours in a workweek or thirty-six (36) hours in a summer workweek shall be compensated by payment at the rate of one and one-half (1 and 1/2) the regular hourly pay rate, unless compensated by compensatory time as set forth in Section 6.6.

Paid time off shall count as hours actually worked for all overtime calculation purposes. If the Chief of Police or his designee identifies a

pattern of sick leave abuse, he shall notify the police officer and any sick leave pay will be exempted from hours actually worked to calculate overtime pay. Overtime pay shall be earned in fifteen (15) minute increments as provided by the Fair Labor Standards Act (FLSA). All overtime shall be paid on the basis of the regular straight time hourly rate calculated by dividing the police officer's annual salary by 2,080 hours.

Section 6.6. Compensatory Time

In lieu of overtime pay, a police officer may elect to receive compensatory time off at the rate of time and one-half (1 and 1/2 times hours worked). Up to sixty (60) hours of compensatory time may be banked; once the 60-hour cap is reached, overtime worked must be compensated by overtime pay in accordance with Section 6.5. Compensatory time off may be scheduled and taken in accordance with the Police Department's procedure used to schedule time off; however, such procedures must comply with the Fair Labor Standards Act regarding the use of compensatory time.

Section 6.7. Court Time

A police officer who would otherwise be off-duty shall be credited for a minimum of two (2) hours' time worked, or for time actually spent, whichever is greater, when appearing in court on behalf of the Board in the capacity of a sworn police officer or when preparing for an off-duty court appearance, with the Chief of Police or his designee's prior approval, in the presence of a prosecuting attorney.

Section 6.8. Call-Back Pay, Call-In Pay and Hold-Over Pay

A call back is defined as an official assignment of work which does not continuously precede or follow a police officer's scheduled working hours. A police officer who is called back to work under this section shall be guaranteed a minimum of two (2) hours pay or be compensated for actual hours worked, whichever is greater, at the police officer's applicable hourly rate of pay under this article. Scheduled overtime shall not be considered a call back under this section.

Section 6.9. Required Overtime

The Chief of Police or his designee(s) shall have the right to require overtime work and police officers may not refuse overtime assignments. In non-emergency situations, the Chief or his designee shall make a reasonable effort to obtain volunteers, based on rotation through the seniority list, before requiring overtime assignments. If there are not enough volunteers to cover all required overtime assignments, the reverse rotation seniority system shall be utilized to assign a police officer(s) to work.

Section 6.10. Training

In accordance with the FLSA, training time required or authorized by the Chief of Police or his designee shall be considered actual hours worked for compensation purposes.

Section 6.11. No Pyramiding

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement.

Section 6.12. Staffing Levels

The Board, shall have the right to establish staffing levels for the police department. The Police Chief, or designee, shall post notice of the established minimum staffing level.

Section 6.13. Emergency Closing

In the discretion of the Chief of Police or his designee(s), a police officer may be relieved of their work duties due to a declared "Emergency Closing". In that event, the police officer shall be compensated at their straight time hourly rate through the remainder of their scheduled shift(s).

Emergency closings shall be limited to temporary, short-term events, such as snow events, severe weather, etc.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 7.1. Definition

A grievance may be initiated by the Union or an aggrieved police officer. A grievance shall mean an allegation by an affected police officer or the Union that there has been a violation, misrepresentation, or misapplication of any of the written provisions of this Agreement.

All time limits referred to in this Article shall consist of business days in which the College's Administrative offices are open.

Section 7.2. Grievance Procedure

A police officer or the Union asserting a grievance is encouraged to attempt to resolve the issue through informal communication with the Deputy Chief or Commander, through the chain of command. Recognizing that grievances should be raised and processed promptly, a grievance must be raised within ten (10) business days of when the grievant knew, or reasonably should have known, of the event giving rise to the grievance.

A grievance shall be processed as follows:

STEP 1: Deputy Chief/Commander. The grievant shall submit a written grievance, specifically indicating that the matter is a grievance under this Agreement, to the Deputy Chief or Commander designated by the Chief of Police. The grievance shall contain a draft statement of facts, the provision or provisions of this Agreement that are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance, or within ten (10) business days after the grievant, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Deputy Chief or Commander shall respond in writing within ten (10) business days. The parties may meet and confer in the interim if needed, should a meeting occur, the grievant may be accompanied by a Union representative.

STEP 2: Appeal to Chief of Police. If the grievance is not settled in Step 1, the grievant or the Union may, within ten (10) business days following the receipt of the Step 1 decision, advance the grievance to the Chief of Police. The Chief of Police shall respond in writing within ten (10) business days. The parties may meet

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and confer in the interim if needed, should a meeting occur, the grievant may be accompanied by a Union representative.

STEP 3: Appeal to President or President's Designee. If the grievance is not settled in Step 2, the grievant or the Union may, within ten (10) business days following the receipt of the Step 2 decision, advance the grievance to the President or Designee. The President (or Designee) shall respond in writing within ten (10) business days. The parties may meet and confer in the interim if needed, should a meeting occur, the grievant may be accompanied by a Union representative.

Section 7.3. Arbitration

If the grievance is not settled in Step 3, the matter may be referred for binding arbitration by the Union within ten (10) business days of the President's or designee's written response in Step 3. No individual or organization other than the Union shall have the right to proceed to binding Arbitration. If the notice is not filed with the President or designee within ten (10) business days of the President's or designee's written response or if there has been no mutual agreement to extend such time limits, the grievance shall be deemed withdrawn without prejudice or precedent.

Arbitration shall proceed in the following manner:

1) The Board and the Union shall attempt to agree upon an arbitrator within seven (7) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who reside in either Illinois, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. When the parties have received and agreed to a panel, they shall ultimately strike names from the list until there is one remaining. The party requesting arbitration shall strike the first name. The person remaining on the list shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for hearing, subject to the availability of the Board and Union representatives.

2) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. The parties may agree to waive this requirement.

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- 3) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Board and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
- 4) The arbitrator may interpret the Agreement but shall have no right to amend, ignore, modify, or nullify any of the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue submitted by the parties for resolution. The arbitrator shall have no authority to make a decision on any issue not submitted or raised. Any decision or award of the arbitrator rendered within the limitations of this Section 7.3 shall be final and binding upon the Board, the Union and the police officers covered by this Agreement.
- 5) The parties may simultaneously submit more than one grievance to arbitration by mutual agreement.

Section 7.4. Time Limit for Filing

If a grievance is not presented by a police officer or the Union within the time limits set forth above, or advanced to the next step within the time limits it shall be considered waived. If the Board does not answer a grievance or an appeal thereof within the specified time limits, the grievance may be processed to the next step. Any time period provided under the steps of the grievance procedure may be extended by mutual agreement, provided such agreement is made in writing.

Section 7.5. Grievance Processing

A member of the Local Union Board shall be allowed reasonable time on duty without loss of pay (but always subject to calls for service) for the purpose of aiding, assisting or otherwise representing police officers in the processing and investigation of grievances arising under Article 7, as well as assisting police officers when they are required, on duty time, to be present during a meeting, interview, or interrogation. Before a member of the Local Union Board may be granted reasonable time on duty for this purpose, and to remain in pay status, he must obtain written approval from the Chief of Police or his designee.

ARTICLE 8 - NO STRIKE - NO LOCK-OUT

Section 8.1. No Strike

Neither any police officer nor the Union and any of its officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted refusal to perform overtime, mass absenteeism, unlawful picketing or any other unlawful disruption of the operations of the College, during the life of this Agreement. Police officers who violate the provisions of this Article may be disciplined by the Board.

Section 8.2. No Lockout

The Board will not lockout any police officers during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

Section 8.3. Penalty

Any or all police officers who violate any provisions of Article 8.1 may be discharged or otherwise disciplined by the Board.

Section 8.4. Judicial Restraint

Nothing contained herein shall preclude the Board or the Union from seeking judicial restraint and damages in the event the other party violates this Article.

ARTICLE 9 - HOLIDAYS, BREAKS AND PERSONAL DAYS

Section 9.1. Holidays

The following holidays, as determined by the academic calendar, are acknowledged:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day

Police officers who are required to work on a holiday will be paid one and one-half (1-1/2) times their normal rate of pay in addition to holiday pay.

Section 9.2 Winter and Spring Break

The following breaks, as determined by the academic calendar, are acknowledged:

- Winter Break
- Spring Break

Police officers who are required to work during a break will be paid) one and one-half (1-1/2) times their normal rate of pay in addition to break pay.

Section 9.3. Eligibility

To be eligible for holiday or break pay, a police officer must work all scheduled hours on the scheduled workday immediately prior to the holiday or break and the scheduled workday immediately following the holiday or break, unless he was on sick leave and submits a physician's certificate confirming his inability to perform his assigned duties or is otherwise on approved benefit time off or is excused by the Chief of Police or his designee.

Section 9.4. Holiday and Break Pay

Police officers shall receive regular straight time pay of eight (8) hours for all holidays and breaks.

Section 9.5. Personal Days

Each police officer shall be granted four (4) personal days (32 hours) without loss of salary each year for personal leave. Upon hire, new police officers will be granted personal leave prorated based on their hire date as follows:

- | | | |
|---------------------------|---|-------------------|
| • July 1 – September 30 | = | 4 days (32 hours) |
| • October 1 – December 31 | = | 3 days (24 hours) |
| • January 1 – March 31 | = | 2 days (16 hours) |
| • April 1 – June 30 | = | 1 day (8 hours) |

These days can be taken in fifteen (15) minute increments. Any personal leave not used by June 30 shall be credited to a non-SURS eligible sick plan. Requests for personal days should be made ordinarily not less than forty-eight (48) hours prior to the day being elected.

ARTICLE 10 - LAYOFF AND RECALL

Section 10.1. Layoff

If the Board determines that a reduction in force is necessary, police officers will be laid off in reverse seniority order, in accordance with seniority as defined in Article 17. Except in an emergency, the Board shall provide thirty (30) days' notice in writing to the Union when a layoff is contemplated. The Board will provide the Union with the names of all police officers they propose to be laid off. The Board agrees to meet and discuss alternatives to the layoff, upon request of the Union, though such meetings shall not be used to delay the layoff.

Section 10.2. Recall

Police officers who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, police officers who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified and available to perform the work to which they are recalled. Reinstatement shall take place without loss of accumulated seniority.

Police officers who are eligible for recall shall be given at least fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the police officer by certified or registered mail with a copy to the Union. The police officer must notify the Chief Human Resource Officer of his intention to return to work no later than five (5) calendar days after receiving notice of recall.

The Board shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the police officer, it being the obligation and responsibility of the police officer to provide the Board with his latest mailing address. If a police officer fails to timely respond to a recall notice his name shall be removed from the recall list.

ARTICLE 11 - VACATIONS

Section 11.1. Eligibility and Allowances

Police officers whose start date is prior to November 13, 2018 are eligible for vacation as follows:

<u>Length of Continuous Service</u>	<u>Vacation Hours Per Year</u>
First Year	120 hours
Second Year	128 hours
Third Year	136 hours
Fourth Year	144 hours
Fifth Year	152 hours
Sixth Year	160 hours
Twentieth Year	200 hours

Police officers whose start date is on or after November 13, 2018, are eligible for vacation as follows:

<u>Length of Continuous Service</u>	<u>Vacation Hours Per Year</u>
First (1 st) year to second (2 nd) year	80 hours
Third (3 rd) year to ninth (9 th) year	120 hours
Tenth (10 th) year thru nineteenth (19 th) year	160 hours
Twentieth (20 th) year or longer continuous service	200 hours

Vacation leave may be taken in fifteen (15) minute increments or more, up to the maximum earned. Vacation leave may only be taken to the extent it has been earned and has the approval of the Chief of Police or his designee.

A maximum of two hundred and forty vacation (240) hours may be carried over on September 1 of every year upon administrative approval. Any unused vacation days over thirty (30) on September 1 will be credited to a non-SURS eligible sick plan. Upon termination of employment, vacation leave earned, but not used, shall be paid at the police officer's current rate of pay.

Section 11.2. Vacation Pay

The rate of vacation pay shall be the police officer's regular straight-time rate of pay in effect for the police officer's regular job classification.

Section 11.3. Scheduling

Vacation time shall be scheduled by semester on a seniority basis, with the process being completed at least thirty (30) days before the start of the new

semester. After the semester schedule has been established, vacation time shall be scheduled in accordance with police department policy.

ARTICLE 12 - SICK LEAVE

Section 12.1. Accrual

Police officers will be credited with twelve (12) days of sick leave effective the first day of employment. After the first year of employment, sick leave shall be earned at one (1) day per month of actual employment. Sick leave may not be used prior to accrual. Accrued sick leave may only be taken for a police officer's personal illness during the police officer's probationary period. Police officers can accumulate sick leave up to a maximum of one hundred and eighty (180) eight (8) hour days (1,440 hours). Sick leave may be taken in fifteen (15) minute increments. Upon separation of employment, the Board provides no compensation for unused sick leave. The number of sick leave hours credited is not intended to establish a guideline for acceptable attendance. Misuse of sick leave is prohibited.

Section 12.2 Sick Leave Eligibility

Except as limited in 12.1, a police officer may use sick leave time for personal illness, injury or medical appointment(s), or for personal care of a covered family member. Covered members of the immediate family are defined as: child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, and those for whom the police officer has legal guardianship.

Section 12.3 Maintenance of Contact

The police officer will notify his immediate supervisor of his absence in accordance with police departmental policy.

Section 12.4 Physician's Release

The police officer on sick leave will contact his supervisor and return to duty as soon as possible. When sick leave absences are at least three (3) consecutive days, or when repetitive absences occur, or when there is a pattern of sick leave absences, the Chief of Police may require that such absences be supported by the presentation of a written statement from a licensed practicing physician certifying the police officer's inability to work while absent.

Section 12.5 Sick Leave Abuse

Sick leave is not to be considered a privilege that a police officer can use at his discretion, but shall be allowed only in cases of actual sickness or disability of the police officer or his family member(s) as outlined in section 12.2, or to meet physical examination appointments or other sickness prevention measures, which prevents him from working. If a police officer

demonstrates a pattern of sick leave abuse, the police officer may be required to undergo a medical examination and file a physician's certificate of illness with the Human Resource Department to confirm the validity of their sick leave usage. Sick leave is not intended to establish a guideline for acceptable attendance. Misuse of sick leave is prohibited.

Section 12.6 Sick Leave Balance Report

Once the Board has implemented the new SURS leave plan rules, the Board will provide a sick time balance report on a payroll basis which shows individual officers sick time balance. The report will indicate the difference between earned sick hours and rolled over sick time.

Section 12.7 Sick Leave Usage

Once the Board has implemented the new SURS leave plan rules, when a police officer uses sick time, any rolled over sick time shall be utilized first. No earned sick time shall be utilized until all of the officer's rolled over sick time has been emptied.

ARTICLE 13 - TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT

Section 13.1. Tuition Reimbursement

Each police officer, police officer's spouse, and police officer's children age twenty-five (25) or younger are eligible to receive reimbursement of tuition for credit courses taken at Elgin Community College in which the police officer and eligible dependents earn a grade of "C" or better. If the course is graded on a pass/fail scale, the grade earned must be "pass". Other fees must be paid by the police officer and will not be reimbursed, including but not limited to: laboratory fee, course fee, instructional fee, supplies, textbooks, etc. To receive a reimbursement, the police officer must be actively employed at the completion of the course.

A police officer and his eligible dependents, upon successful completion as set forth above of an Elgin Community College course will submit a request for reimbursement to the Human Resources Department within thirty (30) days of the final day of the course. The request will be validated both for eligibility and course grade by the Human Resources Department and the Business and Finance Division.

Section 13.2. Professional Development

Police officers may be reimbursed up to \$2,600 per fiscal year for professional development activities and other approved costs. Professional development may include activities and related expenses associated with conferences and workshops, non-Elgin Community College tuition, membership dues for approved professional organizations, books, professional publications and other activities and materials that are directly related to the performance of the police officer's job. A handgun may be purchased subject to the following restrictions: (a) Officers may purchase a handgun once during their employment period. (b) The handgun must meet department guidelines for a duty gun and must be carried while working. (c) The purchase of a secondary weapon is not authorized. Computer hardware and software may be purchased once every three (3) years with professional development. In order to be eligible for professional development, the police officer must have at least one (1) year of continuous full-time service and a satisfactory performance rating.

ARTICLE 14 - SALARY

Section 14.1. Police Officers' Base Salary Schedule

The base salary schedule for the duration of this Agreement is found in Appendix B.

Senior Police Officers:

Police officers, who have progressed through the newly hired police officer pay progression system and completed the required length of service from their initial hire date, as illustrated below and in Appendix B, shall be entitled to a senior officer base salary rate.

Newly Hired Police Officers:

Newly hired police officers shall have a starting salary equal to 90% of the base salary of a senior police officer. After completing one year of service from their initial hire date, a police officer shall be paid at 92% of the base salary of a senior police officer. Upon completing two years of service from their initial hire date, a police officer shall be paid 94% of the base of a senior police officer. After completing three years of service from their initial hire date, a police officer shall be paid 96% of the base of a senior police officer. Upon completing four years of service from their initial hire date, a police officer shall be paid 98% of the base of a senior police officer. After completing five years of service, a police officer shall be designated as a senior police officer and shall be paid at the senior police officer base salary rate.

ARTICLE 15 - INSURANCE

Section 15.1. Health and Dental Insurance

Police officers enrolled in the health and dental benefits plans will pay the listed percentage of the employee premiums:

- Effective July 1, 2022 – 15%

Police officers enrolled in the health and dental benefits plans will pay the listed percentage of the dependent premiums:

- Effective July 1, 2022 – 24%

The above rates shall remain in effect for the term of this agreement.

Section 15.2. Life Insurance

The Board shall provide group term life and accidental death and dismemberment policy at two (2) times base annual salary or \$100,000, whichever is greater, rounded up to the nearest thousand provided at no cost to the police officer.

Section 15.3. Vision Plan / Flexible Spending Account

Police officers shall be allowed to participate in the Vision Plan and Flexible Spending Account.

ARTICLE 16 - LEAVES OF ABSENCE

Section 16.1. Discretionary Leaves

A police officer may be granted a leave of absence for the purpose of family hardship or other personal reasons. The Board may grant a leave of absence to a police officer without pay provided that the requested leave does not create a disruption of the activities of, nor an undue hardship upon, the College. Any request for a leave of absence shall be submitted in writing by the police officer to the Chief of Police as far in advance as practicable. The request shall state the reason for the leave of absence and the period of time off desired by the police officer.

The Board in its discretion may grant such request for a period not to exceed twelve (12) consecutive months, and will set forth the terms and period for such leave. A leave of absence will not be granted to enable a police officer to seek or work other employment. Seniority shall not accumulate while the police officer is on a discretionary leave of absence, although there will be no loss of accumulated seniority. All other economic benefits under this Agreement are terminated during the period of the leave. However, a police officer will be allowed to purchase continued group health, life and dental coverage at his own cost to the extent that may be permitted by the Board's group insurance carrier, or as provided by law. The police officer agrees to waive any claim of any nature for unemployment compensation during the period of such leave.

Upon return from a discretionary leave, the Board will place the police officer in his previous position if the position is vacant; if not vacant, the police officer will be placed in the first available opening in his classification. If, upon the expiration of a leave of absence, there is no work available for the police officer, or if the police officer has been laid off according to their seniority except for their leave, he shall go directly on layoff.

Section 16.2. Military Leave

In accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), Elgin Community College will grant a military leave of absence to police officers who are absent from work because they are serving in the United States military. A police officer must provide their supervisor with advance notice of upcoming military service, unless a military necessity prevents this, or it is otherwise impossible or unreasonable for the police officer to do so.

Police officers may use paid leave, excluding sick leave, to cover all or part of their military leave.

During a military leave of less than 31 days, a police officer is entitled to continued group health plan coverage under the same conditions as if the police officer had been actively at work. For military leaves of 31 days or more, a police officer may elect to continue their group health plan coverage for up to 18 months of uniformed service, but must pay all or part of the premium.

Police officer benefits, such as vacation and sick leave, will not accrue during a military leave. When a police officer returns from the leave, benefits will start accruing again.

Upon return from military service, a police officer must provide notice of or submit an application for reemployment as prescribed below:

- A police officer who has served for less than 31 days, must provide notice of reemployment to the Human Resources Department at the beginning of the first full regularly scheduled work period that starts at least eight hours after the police officer has returned from military service.
- A police officer who has served for 31 days or more, but less than 181 days, must submit an application for reemployment to the Human Resources Department no later than 14 days after completing their military service.
- A police officer who has served 181 days or more must submit an application for reemployment to the Human Resources Department no later than 30 days after completing their military service.
- A police officer who has been hospitalized or is recovering from an injury illness incurred or aggravated while in military service must report this to the Human Resources Department within 30 days of the occurrence.
- A police officer whose military service exceeds 30 days, but less than five years, must provide the following to the Human Resources Department within two weeks of their return:

1. Application for reemployment.

2. Honorable discharge or other appropriate documentation showing the police officer's successful completion of military service.

If you have questions about military leave, contact the Human Resource Department for more information.

Section 16.3. Maternity/Parental Leave

The Board will comply with the Pregnancy Discrimination Act of 1978 and the Family and Medical Leave Act as legally required. Police officers are entitled to a maternity/parental leave and subject to the following conditions:

- The police officer shall notify Human Resources of the pregnancy no later than the fourth (4th) month of pregnancy or upon ascertainment of such condition, whichever shall be the latter. At such time, the police officer shall provide a written statement indicating the expected date of delivery. Application for maternity/parental leave shall be submitted to Human Resources at least one hundred and twenty (120) calendar days prior to the anticipated birth of the child. At the time of application, the police officer must designate leave intentions.
- For the time period in which the attending physician certifies that the police officer is disabled, the police officer will be placed on a maternity/parental leave disability leave. The police officer's accumulated benefit time will be used during this time in the order of use by sick, vacation, then personal time. If the police officer's accumulated time runs out prior to the end of the disability leave, the Board shall continue to maintain the affected police officer's group health insurance coverage. The police officer shall pay for their share of dependent health insurance premiums for the remainder of the leave.

• Once the police officer has been released from the police officer's physician's care they are entitled to additional maternity leave time as follows:

- If eligible for Family and Medical Leave Act (FMLA) the police officer will be entitled to twelve

(12) weeks of leave as outlined in Article 12, Sick Leave.

OR

- If the police officer is not eligible under the provisions of the Family and Medical Leave Act the police officer will be entitled to the same provisions as outlined in Article 12, Sick Leave.

- At the conclusion of any maternity leave as outlined in paragraph three (3), the police officer may request an unpaid maternity leave up to thirty-four (34) weeks. The police officer will be responsible for maintaining their health insurance benefits, if they so desire, by making the appropriate payments to Human Resources as outlined in their application for maternity/parental leave.
- A police officer who is granted maternity/parental leave in the duration of six (6) months or less shall be returned to their former position at the conclusion of the leave.
- The total amount of maternity leave time shall not exceed one (1) year.
- A police officer on maternity leave may return to work prior to the end of their leave, provided that a written notice is submitted to Human Resources at least three (3) days prior to their return date.
- The Board shall make reasonable accommodations as legally required by law.

Section 16.4. Bereavement Leave

Police officers may use up to three (3) work days without loss of pay, for bereavement of the death of a family member as defined as spouse, domestic partner, civil union partner, spouse-substitute, children, parents, siblings, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and dependents (as defined by the Internal Revenue Code Section 152).

Bereavement pay is calculated based on the police officer's base pay rate at the time of the absence and will not include any special forms of

compensations, such as incentives, commissions, bonuses, overtime or shift differentials. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. A police officer may, with his supervisors' approval, use any available benefit time for additional time off as necessary.

The allotted days off with pay do not have to be consecutive. However, the allotted time off must be used within twelve (12) months of the death of the family member. A police officer who wishes to utilize Bereavement Leave must submit a request to his supervisor with as much notice as practicable. It shall be the duty of the police officer's supervisor, or their designee to determine the justification of leave under this policy.

The Board reserves the right to require documentation of the death and/or relationship (e.g. death certificates, obituary, documentation from the funeral home, etc.).

Section 16.5. Family and Medical Leave Act

The Board, as legally required, will comply with the Family and Medical Leave Act of 1993.

Pursuant to the FMLA, the Board will grant its police officers up to twelve (12) consecutive weeks of unpaid leave if the eligible police officer meets the appropriate requirements of the FMLA as set forth in this procedure.

A. A family and/or medical leave of absence will be defined as an approved absence available to eligible police officers for up to twelve (12) weeks of unpaid leave per year under particular circumstances that are critical to the life of a family. Leave may be taken upon the following conditions:

- The birth of the police officer's child
- The adoption or foster care placement of a child with the police officer
- The police officer's need to care for a child, spouse, or parent with a serious health condition
- The inability of the police officer to perform the functions of his position due to a serious health condition.

B. This procedure will apply to all family and medical leaves of absence except to the extent that such leaves are covered under

other paid employment benefit plans or policies for any part of the twelve (12) weeks of leave to which the police officer may be entitled under this procedure. The police officer has the option of taking this leave as paid or unpaid leave.

C. To be eligible for this leave, a police officer must have been employed for at least twelve (12) months in total (they need not to be consecutive) and must have worked at least 1,250 hours during the twelve month period preceding the commencement of the leave.

D. The Board will require medical certification to support a claim for leave for a police officer's own serious health condition or to care for a seriously ill child, spouse, or parent. For the police officer's own medical leave, the certification will include a statement that the police officer is unable to perform the functions of his position. For the police officer's leave to care for a seriously ill child, spouse or parent, the certification will include an estimated amount of time the police officer is needed to provide care. In its discretion, the Board may require a second medical opinion and periodic certification at its own expense. If the first and second opinions differ, the Board, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Board and the police officer.

E. If medically necessary for a serious health condition of the police officer or their child, spouse or parent, a police officer leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, the Board may require the police officer to transfer temporarily to an alternative position that better accommodates recurring periods of absence, provided that the position has equivalent pay and benefits.

F. Spouses who are both employed by the Board are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or the care of a sick parent.

G. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the police officer must provide reasonable prior notice (normally thirty (30) days) and make efforts to schedule the leave without disruption to Board operations. In the case of illness, the police officer will be required to report periodically on leave status and intention to

return to work. In an emergency, a police officer must file medical certification with the Board within seven (7) days of the onset of the illness. The immediate supervisor will be notified of all such requests for leaves by the police officer.

H. Any police officer granted an approved leave of absence under this section will provide for the retention of his group insurance coverage by arranging to pay the premium contributions during the period of unpaid absence.

I. In the event that a police officer chooses not to return to work upon completion of an approved unpaid leave of absence, the Board may recover from the police officer the cost of any payments made to maintain the police officer's coverage, unless the failure to return to work was for reasons beyond the police officer's control. Benefit entitlements based upon length of service will be calculated as of the last paid workday prior to the start of the unpaid leave of absence.

J. A Request for Family and Medical Leave of Absence form will be completed in duplicate by the police officer. This form will be completed in detail, signed by the police officer, submitted to the immediate supervisor for proper approvals, and forwarded to Human Resources. If possible, the form should be submitted thirty (30) days in advance of the effective date of the leave.

K. All requests for family and medical leaves of absence due to illness will include the following information, which will be attached to the completed Request for Family and Medical Leave of Absence form with sufficient medical certification stating:

- The date on which the serious health condition commenced
- The probable duration of the condition
- The appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of leave to care for a child, spouse, or parent, the certificate should give an estimated amount of time the police officer will be needed to provide such care. For purposes of leave for a police officer's illness, the certificate will state that the police officer is unable to perform the functions of his position.

In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

The FMLA also contains certain other requirements and obligations. For more information, consult the Human Resources Department.

ARTICLE 17 - SENIORITY

Section 17.1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service from the date of last hire as a police officer in this bargaining unit.

The relative seniority of police officers hired on the same day shall be determined by lot in the Human Resources Department.

Section 17.2. Probationary Period

All new police officers and those rehired shall be considered probationary police officers until they successfully complete a probationary period of twelve (12) months. Completion of all training requirements and passage of the state certification test shall be completed within the probationary period as a condition of employment. Notwithstanding the foregoing, newly hired sworn officers hired after the ratification of this Agreement who have retired from a jurisdiction in Illinois as a police officer in good standing with a minimum of twenty (20) years of service, shall serve a six (6) month probationary period. If a police officer is on any authorized unpaid leave during the probationary period, the probationary period may, at the Board's discretion, be extended for a time equal to the time off on leave. During said probationary period, the police officer shall demonstrate abilities and demeanor satisfactory to the Board. During a police officer's probationary period, the police officer may be laid off, or terminated at the sole discretion of the Board. No grievance shall be presented or entertained in connection with the layoff, or termination of a probationary police officer. An officer who has successfully completed training and is released for solo patrol shall be eligible to sign up for overtime based on seniority by date of hire as well as be ordered to fill a shift in a reverse seniority basis by date of hire.

Section 17.3 Seniority List

A Seniority List for all bargaining unit members shall be provided by the Human Resources Department to the Union annually and may be updated from time to time, as is needed, to account for new hires, retirees, resignations, and other factors established within this section that would affect seniority.

Section 17.4. Seniority Termination

A police officer shall be terminated and his seniority broken when he:

- (a) Resigns; or

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- (b) Is discharged; or
- (c) Is laid off pursuant to the provisions of the applicable Agreement for a period of twelve (12) months; or
- (d) Retires; or
- (e) Falsifies the reason for a leave of absence, is found to be working during a leave of absence or otherwise violates any conditions imposed for a leave; or
- (f) Fails to report to work at the conclusion of an authorized leave of absence, except under emergency circumstances, e.g., a natural or man-made disaster such as a fire, weather conditions or a severe accident, if any such emergency reasonably would prevent one from reporting in a timely manner; or
- (g) Is laid off and fails to notify the Chief Human Resource Officer of his intention to return to work no later than five (5) calendar days after receiving notice of recall;
- (h) Is absent from work for any reason for a continuous period in excess of twelve (12) months, or for a continuous period in excess of eighteen (18) months if the illness or injury is duty related; or
- (i) Fails to report to work or notify the Board during an absence of three (3) consecutive workdays, except under emergency circumstances, e.g., a natural or man-made disaster such as a fire, weather conditions or a severe accident, if any such emergency reasonably would prevent one from reporting in a timely manner.

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ARTICLE 18 - BILL OF RIGHTS

Section 18.1 Bill of Rights - UPODA

Police officers are covered by, and the Board shall recognize employee rights contained in the Uniform Peace Officers Bill of Rights, 50 ILCS 725/1. Any alleged violation of officer's rights under the Bill of Rights may be pursued under the Grievance Procedure, but such grievance shall not proceed to the arbitration step. Nothing in this article shall constitute a waiver of any rights provided to an employee by law, nor shall the mere filing of a grievance prohibit an employee from pursuing other remedies to the extent allowed and otherwise as provided by law.

Section 18.2 Body Worn Cameras.

All peace officers covered under this Agreement, who violate this provision, shall be disciplined in accordance with the Uniform Peace Officers' Disciplinary Act. Nothing in this Agreement shall be construed to replace or diminish the rights of employees established under said Act.

In addition, body-worn camera recordings shall only be used in accordance with the Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706/10-1 et seq. Peace officers will be permitted to view camera footage as permitted by law.

Body worn cameras shall not be remotely activated without extraordinary/exigent circumstances. Should the body worn camera be activated remotely, the officer shall be notified by audio and/or visuals means.

ARTICLE 19 - LABOR-MANAGEMENT CONFERENCES

Section 19.1. Meetings

The Union and the Board agree that in the interest of efficient management and harmonious relations, it is desirable that meetings be held between the representatives of the Board and the Union.

Union representatives and Board representatives may meet on a quarterly basis to address:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties;

Additional meetings may be held upon the request of either party, with at least seven (7) days advance notice, by placing a written request to the other for a "labor-management conference" and expressly providing the agenda for such meeting.

Section 19.2. Content

It is expressly understood and agreed that such meetings shall be exclusive of both the grievance procedure, and contract negotiation process. Specific grievances being processed under the grievance procedure will not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 19.3. Attendance

Meetings shall be attended at minimum by, the Chief of Police or his designee, the Chief Human Resource Officer or his designee, and two representatives of the Union designated by the Union President. Meetings may be scheduled at off-duty times.

The Board and the Union shall take their own minutes of the meeting.

ARTICLE 20 - EMPLOYEE SECURITY

Section 20.1. Discipline and Discharge

Except for probationary police officers, discipline and discharge of police officers shall be for just cause.

This Section does not apply to any police officers serving a probationary period as defined in Section 17.2 of this Agreement. Probationary police officers may be terminated at any time and for any lawful reason during their probationary period.

The Board is committed to treating all of its police officers fairly. Except in cases where immediate termination is warranted, the primary purpose of disciplinary action is to try to correct a problem, prevent it from happening again, and prepare the police officer for satisfactory performance in the future.

Reasons for disciplinary action include, but are not necessarily limited to, conviction of a serious crime or offense, dishonesty or theft, willful damage to College property, immorality or indecent conduct, falsification of records, unsatisfactory attendance, unsatisfactory work performance, insubordination, failure to comply with prior Board or administrative directives, violation of Board Policy or Administrative Procedure, or any other act committed while a police officer, which is detrimental to the general welfare and best interests of the College, as determined by the Board

Progressive discipline can include a wide range of disciplinary actions, depending on the circumstances, including some or all of the following:

1. Verbal warning.
2. Written warning.
3. Suspension with or without pay.
4. Termination of employment.

However, circumstances may dictate that one or more of these steps be bypassed or omitted, as determined by the Board in its sole discretion.

In addition, the Board reserves the right to take more severe action, including but not limited to immediate suspension (with or without pay) pending the outcome of an investigation or immediate termination of employment, if the Board determines, in its sole discretion, that such action is appropriate.

Discipline above a verbal warning may be reviewed through the grievance and arbitration procedure in Article 7 of this Agreement.

Section 20.2. File Inspection

Pursuant to the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq, the Board's personnel files and disciplinary files (if any) relating to any police officer shall be open and available for inspection by the affected police officer during regular business hours, upon four (4) business days written notice to the Chief Human Resource Officer. The Chief Human Resource Officer or his designee may be present during such review. Personnel files shall not be removed from the Human Resources Department, nor shall any contents or documentation from the personnel file be altered or removed from the file.

Any alleged violation of this Section 20.2, File Inspection, may be pursued under the Grievance Procedure, but such grievance shall not proceed to the arbitration step. The mere filing of a grievance shall not prohibit an employee from pursuing other remedies to the extent allowed and otherwise as provided by law.

Section 20.3. Admissibility of Discipline

Records of discipline other than suspensions shall not be admissible in any disciplinary matter if two (2) years pass from the date of the offense without the employee receiving discipline for an offense of a similar nature or unless the employee is subject of ongoing progressive discipline.

Records of discipline concerning suspensions of three (3) days or less shall be inadmissible in any disciplinary matter if five (5) years pass from the date of the offense without the employee receiving discipline for an offense of a similar nature or unless the employee is the subject of ongoing progressive discipline.

ARTICLE 21 - GENERAL PROVISIONS

Section 21.1. Personal Property Replacement

Subject to written approval by the Chief of Police or his designee, the Board shall replace a police officer's eye glasses, contact lenses and prescription sunglasses, or other personal property, upon written request when such items are damaged or broken during the course of the police officer's duties, if the police officer was required to exert physical force or is attacked by another person.

Section 21.2. Immunization

The Board will pay for inoculation or immunization shots for the police officer and for members of the police officer's household when medically required, as determined by a physician, due to the police officer's exposure in the line of duty to a contagious disease.

Section 21.3 Funeral / Burial Expenses

The Board agrees to defray all reasonable funeral and burial expenses of any police officer killed in the line of duty. Police officers killed in the line-of-duty may have their duty badge issued to a surviving family member and an exact duplicate shall be displayed in public.

Section 21.4. Disability for Injury in the Line of Duty

In the event a police officer is injured or disabled in the line of duty, the Board shall satisfy the obligations for continued pay and benefits as legally required by the Public Employee Disability Act (5 ILCS 345/1). A police officer may be terminated immediately in addition to any other remedies set forth in the Act, if they have engaged in outside employment during the applicable time frame as defined in that Act. The Board shall also fulfill its obligation to provide health care for the police officer and their dependents, as legally required in the Public Safety Employees Benefit Act (820 ILCS 320/1 et seq.), should the police officer qualify.

ARTICLE 22 - UNIFORMS AND DUTY EQUIPMENT

Section 22.1. Uniforms and Duty Equipment

The Board shall provide uniforms and all duty equipment, with the exception of firearms to all police officers. Police officers shall be required to wear their uniform and duty equipment while on duty and may be subject to discipline for failure to comply.

Section 22.2. Body Armor

Police officers shall receive body armor as part of their initial uniform allotment. A replacement will be issued every five (5) years in accordance with the National Institute of Justice (NIJ). Police officers shall be required to wear the body armor while on duty and may be subject to discipline for failure to comply.

ARTICLE 23 - OFFICER IN CHARGE

Police officers who are assigned as "Officer-In-Charge" or "acting supervisor", during the absence of the regularly appointed supervisor, shall be compensated an additional \$7.50 per hour for each hour assigned.

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ARTICLE 24 - INDEMNIFICATION

To the extent required or provided for under applicable state or federal law, to include the Public Community College Act 110 ILCS 805/3-29 and the Local Governmental and Governmental Employees Tort Immunity Act 745 ILCS 10, et seq, the Board agrees to indemnify and provide legal representation to a police officer relative to any civil claim or action arising out of the police officer's performance of his duties. The police officer shall provide early notification of any event that may lead to a judgement, claim or action. Under no circumstances will a police officer be indemnified where his conduct is found to be willful, wanton, intentional misconduct or an illegal act; where the police officer is found guilty in a criminal or quasi-criminal case; or where there is finding of malice on the part of the police officer.

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ARTICLE 25 - MANDATORY DRUG AND ALCOHOL TESTING
FOLLOWING A POLICE OFFICER INVOLVED SHOOTING

The Board and the Union agree to the following policy to be implemented in accordance with 50 ILCS 727/1-25:

Section 1. For the purpose of clarity, the Board and Union agree that a person "involved in" a police officer involved shooting is defined to mean any police officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple police officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all police officers who discharged their firearm shall be required to submit to drug and alcohol testing.

Section 2. The Board and Union agree that the term "involved in" a police officer involved shooting does not include police officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include police officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

Section 3. Any police officer who is involved in an police officer involved shooting shall submit to drug and alcohol testing, so long as such testing is required by 50 ILCS 727/1-25.

Section 4. The Board and Union agree that the provisions of the police department policy regarding drug and alcohol testing and standards for discipline shall regulate the drug and alcohol testing procedures and the consequences for any positive drug and/or alcohol test results.

Section 5. The Board and Union agree that any drug or alcohol test required pursuant to this Article shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer by an occupational health facility designated by the Board. Blood tests shall only be administered with a warrant. This does not limit the Board's right to obtain test results via other available legal processes.

ARTICLE 26 - FITNESS FOR DUTY

If at any time there is a question concerning a police officer's fitness for duty and the Board outlines the concern in writing to the police officer, the Board may order, at its expense, that the police officer submit to a reasonable physician, psychiatrist and/or psychological examination by a qualified and licensed physician, psychiatrist and/or psychologist jointly selected by the Board and the Union to determine if the police officer is fit for duty. The police officer shall be given a copy of all reports related to their fitness for duty that are given to the Board as a result of such testing. If the Board and Union are unable to agree, the parties shall submit a request to Inspe Associates (or other mutually agreed upon vendor) for selection of an appropriate health care provider.

Police officers shall have the right to inform the Union of the order after it is received, and shall have the right to secure similar testing at their own expense. The Board shall be given a copy of all reports related to their fitness for duty that are given to the police officer or union as a result of such testing.

Police officers failing to cooperate or refusing to undergo fitness for duty testing shall be subject to discipline up to and including termination.

ARTICLE 27 - SAVINGS CLAUSE

If any provision of this Agreement is subsequently determined by legislative, judicial authority, Board, Agency, or Court of competent jurisdiction to be invalid, unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet as soon as possible to negotiate a substitute provision.

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ARTICLE 28 - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term, except as otherwise specified in this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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ARTICLE 29 – TERMINATION

This Agreement shall be effective from July 1, 2022, until June 30, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached, with no additional salary increases or changes to benefits. Further, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

Executed this _____ day of _____, _____.

For: _____ For: _____
Elgin Community College Metropolitan Alliance of Police
Community College District # 509,
Kane, Cook, DuPage, McHenry,
and DeKalb Counties and the
State of Illinois

DRAFT _____
Chair - Board of Trustees MAP President

Date Date

APPENDIX "A" - DUES DEDUCTION AUTHORIZATION

I, the undersigned member of the Metropolitan Alliance of Police (MAP) Chapter #735, hereby authorize and direct the Human Resource Department, to deduct from my wages and to pay to the Metropolitan Alliance of Police or its authorized representative, the regular dues as set by the Union, which may be owed to MAP as a result of my membership therein.

This authorization shall continue to be in effect, unless revoked by the police officer pursuant to Article 3.1 of this Agreement. The dues amount may change as directed by MAP.

Member's name: _____ Date: _____
(Please print)

Member's signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

APPENDIX B - BASE SALARY SCHEDULE

APPENDIX B – BASE SALARY SCHEDULE

All current Senior Officers shall receive a 2.25% increase to their base salary rate for each year of this agreement. Newly hired police officers shall progress to the appropriate step upon completion of the required length of service from their initial hire date in the job classification.

	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
Senior Officer	\$66,294.81	\$67,786.44	\$69,311.64
Four Year (98% of Sr. Officer)	\$64,968.91	\$66,430.71	\$67,925.41
Three Year (96% of Sr. Officer)	\$63,643.02	\$65,074.99	\$66,539.17
Two Year (94% of Sr. Officer)	\$62,317.12	\$63,719.26	\$65,152.94
One Year (92% of Sr. Officer)	\$60,991.23	\$62,363.53	\$63,766.71
Newly Hired (90% of Sr. Officer)	\$59,665.33	\$61,007.80	\$62,380.47

**ELGIN COMMUNITY COLLEGE FIVE-YEAR STRATEGIC PLAN
(2023 through 2027)**

Recommendation

The administration recommends that the Board of Trustees approves the *Elgin Community College Strategic Plan for 2023 through 2027*.



Dr. David Sam, President

Background

A new *Elgin Community College Strategic Plan for 2023 through 2027* replaces the current strategic plan which expires on June 30, 2022. The new plan reflects the collaborative work of ECC faculty, administrators, and staff, as well as students, trustees, and community partners over a 9-month period beginning in October 2021 and continuing through June 2022. A Strategic Planning Team of 28 members reviewed 230 unique pieces of data from multiple sources (e.g., ECC data, surveys, committee reports, employee roundtables, and student and community feedback) and identified core needs from which four Key Imperatives emerged: Teaching and Learning Excellence; Lifelong Connections; ECC Experience; and Fortify our Future. The Key Imperatives form the foundation of the new plan. Metrics for each imperative have been identified and will be used to report progress on the new plan in annual Performance Reports.

Additionally, the team updated language for the Vision, Mission, Shared Values and Philosophies. The new plan contains the same Mission as the prior plan (*to improve people's lives through learning*) while also contextualizing our promise to students, employees, and the community. The Shared Values and Philosophies were borne out of statements on equity, diversity, and inclusion from the College's 2019 Equity Plan and introduce new statements on justice and adopting a holistic approach. In sum, this plan will serve as a strategic basis for all college initiatives and department plans/goals and budgets for the next consecutive five years.

Staff Contact: Dr. Philip Garber, Vice President of Planning, Institutional Effectiveness,
and Technology 847-214-7285

ELGIN COMMUNITY COLLEGE 5-YEAR STRATEGIC PLAN FOR FISCAL YEARS 2023 THROUGH 2027

Board Approval/Launch Date: June 14, 2022 / July 1, 2022

DEFINITIONS

Vision	<i>Where we are headed</i>
Mission	<i>Why we exist</i>
Shared Values	<i>What we believe</i>
Philosophies	<i>How we approach our work</i>
Key Imperatives	<i>Priorities for carrying out our Mission</i>
Annual Goals	<i>College goals set by the Cabinet annually that align to Key Imperatives</i>
Key Performance Indicators	<i>Measures that demonstrate progress in reaching Key Imperatives</i>

VISION

The Vision of Elgin Community College is to be the first choice for everyone to learn, grow, and dream in a culture that ensures access, advances innovation, and fosters success.

MISSION

The Mission of Elgin Community College is to improve people's lives through learning.

Through our decisions and actions, we empower:

- STUDENTS to reach their goals in an equitable and welcoming environment;
- EMPLOYEES to thrive and fully use their collective talent; and
- Our COMMUNITY to transform and enrich the world.

SHARED VALUES

Excellence

Our programs and services strive for the highest level of excellence to successfully achieve our Vision. We use research-based methods to strengthen curriculum and deliver high-quality learning-centered instruction and services.

Freedom of Inquiry

We believe learning is most engaging and viable when a spirit of free inquiry exists, allowing everyone the freedom to explore new and diverse ideas and to express their interests and attitudes. We strive to create environments where inquiry flourishes and guides innovation.

Ethical Practices

We are responsible to carry out our work with honesty and integrity. Our decisions and actions are guided by our Vision and not by personal interests, and they will be enacted with a sense of service to students and community members.

Accountability

As a public institution, we commit to make the best use of resources. We are transparent in measurement and reporting; seek feedback from others; accept responsibility for our decisions and actions; and continuously improve our practices.

Collaboration

We are actively committed to serving students, employees, and community members. The decisions and actions we undertake in carrying out our Vision derive from working cooperatively with local through global constituencies.

Holistic Approach

As stewards of people's learning, we understand their perspectives and we use our insight and compassion to support them through challenging times. We believe in educating and supporting the whole person through a comprehensive approach that addresses the emotional, social, ethical and academic needs of students, employees, and community members.

PHILOSOPHIES

Learning

Learning is a lifelong process that empowers individuals. Learning is the primary driver behind the Mission and Vision of Elgin Community College. Learning empowers individuals to improve their lives and the economic, social, and cultural conditions of local and global communities. In partnership with faculty, we envision learning to be a lifelong process of intellectual and personal growth that allows individuals to expand their depth of knowledge, skills, and experiences.

Equity

Equity is ensuring everyone receives what they need to be successful. At its core, our Mission to improve people's lives through learning is a recognition that, as a community college, we are successful only when we provide access to quality education—as well as appropriate and equitable support in an inclusive environment—to all members of our community. We believe in the intentional and meaningful inclusion of diverse experiences, backgrounds, and social identities in all aspects of the College. We further believe this is a moral imperative which deepens and enriches the educational and workplace experience for everyone.

Diversity

Diversity is all expressions of humanity. Elgin Community College recognizes diversity as an invaluable resource to teaching, learning, and personal growth. As such, it is imperative that all communities we serve are full participants in the construction and advancement of knowledge. As we pursue

excellence in learning and teaching, the College strives to cultivate a safe, welcoming, and accessible environment that represents our diverse service region and reflects all expressions of humanity.

Inclusion

Inclusion is valuing what makes us unique. Elgin Community College recognizes and values social, cultural, and geographical differences. The College is committed to ensuring these differences are represented and acknowledged throughout campus and at every level. It is not only a moral imperative but also serves to enrich and strengthen the experiences of our students, employees, and communities. We commit to making prominent our value of inclusivity in all institutional decisions.

Justice

Justice is ensuring structures and systems honor individual rights. To build a culture that advances equity, respects diversity, and values inclusion, Elgin Community College acknowledges and appreciates that everyone has inalienable and inborn rights to live, learn, and grow. We must be vigilant and proactive about issues that detract from or interfere with the rights every person has. We are aware of the harmful effects of racial inequalities, systemic poverty, and other societal barriers on members of our community; as such, the College commits to:

- ongoing intentional examination of College resources, policies, and procedures;
- challenging and dismantling structures, systems, and attitudes that perpetuate inequities;
- restructuring and rebuilding in just ways that welcome multiple identities and lived experiences; and
- advocating for full and equal participation for all, particularly those who are minoritized and historically underrepresented.

KEY IMPERATIVES FOR 2023-2027

TEACHING AND LEARNING EXCELLENCE

Deliver instructional practices and curriculum to ensure student-centered learning. Our Mission states that ECC *improves people's lives through learning*. Learning is fundamental to everything the College does and to everyone the College serves. Teaching and Learning Excellence is where we set goals on learning and achievement; curriculum and delivery; and instruction, service, and student resources. Goals under Teaching and Learning Excellence ensure that students not only learn, but excel; faculty not only teach, but innovate; and administrators and staff not only support, but enact vital decisions and actions. As we state in the Vision, we want ECC to be the first choice for everyone to learn, grow, and dream. Under Teaching and Learning Excellence, we develop foundational goals that allow this vital work to happen.

Example Focus Areas Under **Teaching and Learning Excellence**:

- Curriculum and assessment
- Collaborative and co-curricular learning
- Teaching practices
- Student resources
- Delivery modes

LIFELONG CONNECTIONS

Create a lifelong meaningful and mutual relationship with the College. Lifelong Connections encompasses the various ways that ECC interacts with students – from initial contact with the College, through orientation and admission, enrollment in programs and courses, and onto graduation and beyond. Regardless of where students are in life – whether they enroll for an entire program or only take a course or two – we want to build relationships that meet their current learning needs. At the same time, we want to be a trusted lifelong resource for their future needs as students or as community partners.

Example Focus Areas Under **Lifelong Connections**:

- Access and recruitment (students of all types and characteristics, ages, and learning intents)
- Enrollment and matriculation
- Pathways (academic, career, non-credit, etc.)
- High school and university connections

ECC EXPERIENCE

Cultivate a welcoming destination for students, employees, and our community. We want Elgin Community College to be an engaging and welcoming place that fosters connection. ECC Experience captures this quality and gives life to our institutional identity or “persona”. This key imperative represents for:

- Students - a College that remains open and accessible to all, supports their academic success, and advances personal and professional growth.
- Employees - a College that rewards excellent service; cares about their professional development; and values their talents through hiring, retention, and succession planning.
- Community - a College that designs programs responsive to their needs and delivered with a spirit of service.

Example Focus Areas Under **ECC Experience**:

- Student engagement, wellness, safety, sense of belonging, and satisfaction
- Employee engagement, wellness, safety, sense of belonging, satisfaction, professional development, internal customer service, and succession planning
- Community engagement, satisfaction, market and personal connections to the College

FORTIFY OUR FUTURE

Position the College to remain affordable while ensuring long-term financial stability. Fortify Our Future is a three-pronged imperative. First, from a student perspective, it ensures that we keep ECC affordable – that we support students’ goals while setting them on a path toward financial success. Secondly, from an institutional perspective, Fortify Our Future is where we ensure a solid future for the College – one in which we manage budgets well, reduce costs, decrease overhead, and increase revenues. Third, from an efficiency standpoint, Fortify Our Future is where we ensure that our efforts

pay off – that funds and outcomes meet intended targets and that we consider any and all opportunities to streamline and synergize.

Example Focus Areas Under **Fortify Our Future**:

- Affordability for students
- Institutional funding
- Operational efficiencies

KEY PERFORMANCE INDICATORS

[NOTE: Key Performance Indicators are tallied and summarized each year in the College’s annual Performance Report. The list below contains the College’s most commonly reported indicators; however, emphasis on specific indicators may vary from year-to-year as needs arise.]

College Readiness	The percentage of incoming new students placing college-ready in all needed placement areas based on their declared major
Credit Momentum	The percentage of new students in fall who successfully complete 24+ credit hours within one year of first enrollment at ECC (post-dual credit, if applicable)
Gateway Success	The percentage of new students in fall who complete their first 100-level math and English courses within one year of first enrollment as prescribed by their declared program of study
Retention	The percentage of new students in fall who enroll in following spring and the percentage of new students in fall who enroll the following fall
Completion	The percentage of new students who earn certificate/degree from ECC and/or transfer to a baccalaureate-granting institution within four and within five years of their first enrollment at ECC (post-dual credit, if applicable)
Enrollment	Total unduplicated credit student headcount as measured by the census/tenth day for the fall, spring, and summer terms and also annually by the census date of the Illinois Community College Board
Generated Credit Hours	Total annual credit hours generated by the end of term reporting date for the fall, spring, and summer terms and also annually by the census date of the Illinois Community College Board

Career Advancement	The percentage of career-technical education (CTE) program graduates employed and/or promoted in jobs within one year of ECC graduation
Financial Health	Weighted average of: primary reserve ratio, the viability ratio, the return on net assets ratio, and the net operating revenues ratio
Student Learning	Evidence of demonstrated mastery of competencies specific to predetermined learning outcomes (among students enrolled in and completing courses in degree or certificate programs)
Student Engagement	Benchmark values (either computed scores or the percentage of enrolled ECC students who respond within a range considered favorable) on a recognized survey of engagement, sense of belonging, or a similar dimension
Satisfaction	Benchmark values (either computed scores or the percentage of respondents who respond within a range considered favorable) on a recognized survey of satisfaction; reported separately for students, employees, and community members

STRATEGIC PLANNING COMMITTEE, 2023- 2027

James Allen, *2021-2022 Student Trustee, Board of Trustees*
Yolonda Barnes, *Associate Dean of Sustainability, Business and Career Technology*
Gina De Rosier-Cook, *Dean of Workforce Development and Continuing Education*
Alison Douglas, *Professor II of English*
Philip Garber, *Vice President of Planning, Institutional Effectiveness and Information Technology*
Peter Gray, *Transitions Coordinator IV*
Peggy Gundrum, *Associate Dean of Student Success*
Laura Haske, *Associate Professor I of Paralegal and Instructional Coordinator*
Elizabeth (Liddy) Hope, *Assistant Professor II of Human Services*
Maureen Jouhet, *Director of Web Technology and Strategy*
Travis Linville, *Professor I of Photography*
Jenna Manzano, *President of Student Government and Student Worker*
Deborah Orth, *Project Assessment Administrator*
Kayla Palmisano, *Institutional Research Data Specialist*
Anthony Ramos, *Executive Director of Equity, Diversity and Inclusion*
Anthony Ray, *Chief Human Resources Officer*
Donna Redmer, *Trustee*
Rhonda Robinson-Farrar, *Adjunct Faculty of Business*
Heather Scholl, *Assistant Vice President of Business and Finance*
Annamarie Schopen, *Assistant Vice President of Teaching, Learning, and Student Development*
Brian Signorella, *Senior Applications Architect*
Cathy Taylor, *Dean of Sustainability, Business and Career Technology*
Susan Taylor-Demming, *Director of Leadership Giving*
Erin Vobornik, *Adjunct Faculty of English as a Second Language and Workshop Coordinator*
Toya Webb, *Chief Marketing and Communications Officer*
Tim Whitney, *Director of Grants Research and Development*
Josh Worsham, *Senior Director of Academic Support Services*
Lisa Wuest, *Executive Assistant of Planning, Institutional Effectiveness and Information Technology*

**MINUTES OF REGULAR BOARD MEETING
MAY 10, 2022**

Recommendation

The administration recommends that the Board of Trustees approves the minutes of the regular board meeting held May 10, 2022.



Dr. David Sam, President

Background

This recommendation is provided in accordance with Board Policy GP 8.1 and 5 *ILCS 120/2.06*:
(from Ch. 102, par. 42.06)

- Sec. 2.06* (a) All public bodies shall keep written minutes of all their meetings, whether open or closed
- (b) A public body shall approve the minutes of its open meeting within 30 days after that meeting or at the public body's second subsequent regular meeting, whichever is later. The minutes of meetings open to the public shall be available for public inspection within 10 days after the approval of such minutes by the public body. Beginning July 1, 2006, at the time it complies with the other requirements of this subsection, a public body that has a website that the full-time staff of the public body maintains shall post the minutes of a regular meeting of its governing body open to the public on the public body's website within 10 days after the approval of the minutes by the public body. Beginning July 1, 2006, any minutes of meetings open to the public posted on the public body's website shall remain posted on the website for at least 60 days after their initial posting.

Staff Contact: Dr. David Sam, President, 847-214-7374

**MINUTES OF REGULAR BOARD MEETING
MAY 10, 2022**

The Board of Trustees of Community College District 509, Counties of Kane, Cook, DuPage, McHenry and DeKalb, State of Illinois, convened a regular meeting on Tuesday, May 10, 2022, in Building E, Room E100.01/Virtual.

1. Call to Order and Roll Call

Chair Rakow called the regular meeting to order at 5:49 p.m., indicated that a quorum was present, and asked the recorder to call roll.

Trustees present: Ms. Rakow, Dr. Redmer, Mr. Duffy, Mr. Nowak, Dr. Ollayos, Mr. Rodriguez and Student Trustee Ms. McVey.
Trustees participated in-person.

Trustees absent: Dr. McCreary.

ECC staff: Dr. Sam, President; Dr. Heinrich, VP Teaching, Learning & Student Development; Dr. Wagner, VP Business & Finance; Dr. Garber, VP Planning, Institutional Effectiveness & Technology; Mr. Vazquez, General Counsel and Ms. Kerruish, Recorder; ECC staff and visitors.

2. Recess to Closed Session

The chair asked for a motion to recess immediately to closed session under the following exceptions to the *Illinois Open Meetings Act*:

- A. To discuss minutes of meetings lawfully closed under this Act
- B. To consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the college....
- C. To discuss litigation, when an action...has been filed...or when the public body finds that an action is probable or imminent....
- D. To consider collective negotiation matters...for one or more classes of employees...all pursuant to Chapter 5 of the *Illinois Compiled Statutes* Sections 120/2 (c) (21, 1, 11 and 2 respectively).

Motion: Trustee Nowak moved to recess to closed session.

Second: Trustee Ollayos seconded the motion.

Roll-Call Vote: Aye, 6: Rakow, Redmer, Duffy, Nowak, Ollayos, Rodriguez; nay, 0; Student Trustee McVey, aye; motion carried at 5:50 p.m.

3. Reconvene Open Session

The closed-session concluded at 6:49 p.m. The board reconvened in open session at 6:54 p.m. in E125, Seigle Auditorium in person and a virtual connection.

4. Preliminary Matters

The Pledge of Allegiance was led by Student Trustee McVey and Trustee Duffy read the Board Purpose.

MINUTES OF REGULAR MEETING OF
MAY 10, 2022

Roll Call

Trustees present: Ms. Rakow, Dr. Redmer, Mr. Duffy, Mr. Nowak, Dr. Ollayos, Mr. Rodriguez, and Student Trustee Ms. McVey.
Trustees participated in-person.

Trustees absent: Dr. McCreary.

ECC staff and Others present: Dr. Sam, President; Dr. Heinrich, VP Teaching, Learning & Student Development; Dr. Wagner, VP Business & Finance; Dr. Garber, VP Planning, Institutional Effectiveness & Technology; Mr. Vazquez, General Counsel and Ms. Kerruish, Recorder; ECC staff and visitors.

5. President's Report

- Dr. Sam recognized union leadership in attendance.
- ECC students received first prize at the Illinois Skyway Competition for a biomedical research project in the STEM field. The project began with a mini-grant award and included 4 students. Students worked on the project from November to mid-April.
- Professor Timm and Dr. Barnes provided an overview of the SkillsUSA Illinois State Championships. Several students including Travis Jones, Noah Hercl, Saffron Bruno, Christian Cruz and Deborah Culajay introduced themselves.
- Dr. Sam reminded everyone that commencement will be held in-person May 21. There are 988 graduates; 558 are slated to participate. 587 transfer degrees; 212 CTE degrees and 189 certificates will be presented to students.
- ECC has been selected at one of the top 25 semi-finalists for the 2023 Aspen prize for Community College Excellence!

6. Resolutions of Appreciation

A. Board Action No. 215-A-22, Retiree, Dean of Liberal, Visual and Performing Arts, Dr. Mary Hatch

Motion: Trustee Duffy moved to accept the resolution as presented.

Second: Trustee Nowak seconded the motion.

Trustee Ollayos read the resolution. Dr. Hatch offered her comments and appreciation.

Roll-Call Vote: Aye, 6; Rakow, Redmer, Duffy, Nowak, Ollayos, Rodriguez; nay, 0; Student Trustee Allen, aye; motion carried

B. Board Action No. 216-A-22, Retiree, Associate Vice President of Student Services and Development, Dr. Gregory D. Robinson

Motion: Trustee Rodriguez moved to accept the resolution as presented.

Second: Trustee Ollayos seconded the motion.

Trustee Redmer read the resolution. Dr. Robinson offered his comments and appreciation.

Roll-Call Vote: Aye, 6; Rakow, Redmer, Duffy, Nowak, Ollayos, Rodriguez; nay, 0; Student Trustee Allen, aye; motion carried

MINUTES OF REGULAR MEETING OF
MAY 10, 2022

7. Audience Wishing to Address the Board

The following audience members addressed the Board:

- Lori Clark, recently elected ECCFA president thanked the retirees and Professor Tarver for their contributions and service to ECC. The following individuals are members of the ECCFA leadership team; Stacey Shah, Terri Birch, Dawn Munson, Steven Wood and Ryan Kerr.
- Anitra King, SSECCA president offered comments on a four-day work week and remote work options.

8. Board Reports

A. Finance Committee

Trustee Nowak reviewed the Finance Committee agenda presented May 9, 2022. Included were the following: Internal Audit Report, FY2023 Draft Budget, Capital Projects Funding and Timeline, College Insurance Program Funding, Fund Balance Policy Draft, Report on Tax-Exempt Bond Record-Keeping Policy, Athletics and Student Life Auxiliary Plans Follow-up, and FY2023 Finance Committee Agenda Items. Minutes of the Finance Committee will be available on the website once they are approved.

B. Committee of the Whole

Trustee Redmer provided an overview of the Committee of the Whole meeting held Monday, May 9, 2022. Dr. Garber presented an overview of the strategic plan draft. A brief construction update was provided by Dr. Wagner. Board Actions and items on the May 10, 2022 agenda were discussed. Minutes of the Committee of the Whole meeting will be available on the website once they are approved.

C. Illinois Community College Trustee Association (ICCTA)

Trustee Ollayos reminded trustees that the annual ICCTA meeting and awards banquet will be held June 10-11 in Chicago. Award deliberations are complete and work is being done on the by-laws. In addition, a meeting was held in Springfield two weeks ago and coincided with the PTK banquet.

D. Association of Community College Trustees (ACCT)

Trustee Ollayos indicated that the ACCT central region virtual meeting will be held tomorrow.

E. Legislative

Chair Rakow provided the following update: Trustees participated in fifteen legislative outreach activities including meetings with members of the U.S. Congress to share information about community efforts to assist people of Ukraine. Representative Maura Hirschauer, Illinois 49th District will be on campus May 24 for a meet and greet. Upcoming government official events include Representative Keicher, August 31, 2022 and Representative Hirschauer, September 8, 2022. The general primary election is June 28, 2022 and the general election is November 8, 2022. Northern Illinois Food Bank provided groceries to approximately 1,040 families. Fifty-one families received gift certificates when the groceries ran out. The Board, students, faculty and employees participated in 36 instances of community engagement activities.

MINUTES OF REGULAR MEETING OF
MAY 10, 2022

F. ECC Foundation

Trustee Ollayos reported the following: The Foundation successfully raised \$947,215 in cash and pledges in FY22, achieving 133% of the goal. The College submitted an application to the Illinois Department of Human Services to fully fund the new Recovery Support Specialist program. An application was also submitted to the Motorola Solutions Foundation for \$50,000 for STEM and public safety scholarships. 82% of scholarship funds have been awarded for the 2021-22 academic year. The Alumni Engagement Committee is planning a summer BBQ and fall Roundtable events. The Retiree Advisory Committee welcome reception will be held preceding the Naturally 7 performance in Blizzard Theatre. Registration continues for the June 13, 2022 Foundation Golf Classic.

G. Student Report

Student Trustee McVey reviewed the written report included in the board book. She highlighted the blood drive, activities from sexual assault month, Asian Pacific month, the PTK induction and coffee with a cop. She reminded trustees of the Student Life Gala scheduled for May 13.

9. Board Action No. 217-A-22, Acceptance of College Reports

- A. Personnel (April)
- B. Treasurer (March)
- C. Student (April)

College Reports Under Separate Cover

- D. Institutional Advancement and ECC Foundation (April)
- E. Community Engagement and Legislative Affairs (April)
- F. College & Career Student Success Report (quarterly)
- G. Grant Monitoring Report (period ending March 31, 2022)

Chair Rakow confirmed receipt, either attached or under separate cover, of the afore mentioned written reports.

Motion: Trustee Ollayos moved to accept the college reports.

Second: Trustee Redmer seconded the motion.

Roll-Call Vote: Aye, 6; Rakow, Redmer, Duffy, Nowak, Ollayos, Rodriguez; nay, 0; Student Trustee Allen, aye; motion carried

10. Consent Agenda

The following item was removed from the Consent Agenda:

F.2. Board Action No. 224-B-22, Building B – Office Renovation

Chair Rakow read the following consent agenda items:

- A. Board Action No. 218-A-22, Minutes of the Regular Board Meeting of April 12, 2022**
- B. Board Action No. 219-A-22, Closed Session Minutes of the Board Meeting of April 12, 2022**

MINUTES OF REGULAR MEETING OF
MAY 10, 2022

C. Board Action No. 220-A-22, Destruction of Audiotapes of Closed Sessions of October 13 and October 19, 2020

D. Board Action No. 221-F-22, Ratification of Report of Expenses

E. Board Action No. 222-A-22, Ratification of Board of Trustee Travel Expenses

F. Purchases

- 1. Board Action No. 223-B-22, Air Filters**, authorizes the administration to purchase air filters for the operations and maintenance department from Tri-Dim Filter Corporation (Elgin, IL), the lowest responsible bidder, in an amount not to exceed \$46,394.26 annually. This will be a three-year agreement with the option to renew for two additional one-year periods.
- 3. Board Action No. 225-S-22, Bus Transportation for Summer College Campus Visits for TRIO Upward Bound Students**, authorizes the administration to contract with Van Galder Bus Company (Janesville, WI) for buses to transport Upward Bound program students to college visits in the amount of \$28,764.
- 4. Board Action No. 226-S-22, Lodging for Summer College Campus Visits for TRIO Upward Bound Students**, authorizes the administration to contract for the Upward Bound program for lodging with Country Inn and Suites Park Plaza (Bloomington, MN) for the college summer tour in the amount of \$44,202.
- 5. Board Action No. 227-M-22**, authorizes the administration to purchase print services for the Spring Impact Magazine from Consolidated Carqueville Graphics (Streamwood, IL), the lowest responsive bidder, in an amount not to exceed \$34,959.

G. Personnel

- 1. Board Action No. 228-P-22, Extension, Temporary Assistant Professor II of Physics, Dr. Richard Jesik**
- 2. Board Action No. 229-A-22, Dean of Liberal, Visual and Performing Arts, Dr. Mary Perkins**
- 3. Board Action No. 230-P-22, Administrative Appointments**

Motion: Trustee Rodriguez moved to approve the consent agenda as presented.

Second: Trustee Nowak seconded the motion.

Roll-Call Vote: Aye, 6; Rakow, Redmer, Duffy, Nowak, Ollayos, Rodriguez; nay, 0; Student Trustee McVey, aye; motion carried.

Other

F.2. Board Action No. 224-B-22, Building B – Office Renovations

Motion: Trustee Duffy moved to approve the agenda item.

Second: Trustee Nowak seconded the motion

Roll-Call Vote: Aye, 5; Redmer, Duffy, Nowak, Ollayos, Rodriguez; Nay, 0; Abstain, 1; Rakow; Student Trustee Allen, aye; motion carried.

11. Old Business

There was no old business brought forward.

MINUTES OF REGULAR MEETING OF
MAY 10, 2022

12. New Business

There was no new business brought forward.

13. Adjournment

Motion: Trustee Ollayos moved to adjourn the meeting.

Second: Trustee Rodriguez seconded the motion.

Voice Vote: Aye, 6; Rakow, Redmer, Duffy, Nowak, Ollayos, Rodriguez;
nay, 0; Student Trustee McVey, aye; meeting adjourned at
8:01 p.m.

John Duffy, MSED, Board Secretary

Diane Kerruish, Board Recorder

**MINUTES OF CLOSED SESSION OF BOARD MEETING
MAY 10, 2022**

Recommendation

The administration recommends that the Board of Trustees approves the minutes of the closed session of the regular board meeting held May 10, 2022.



Dr. David Sam, President

Background

This recommendation is provided in accordance with Board Policy GP 8.1 and 5 *ILCS* 120/2.06 (a, f):

- Sec. 2.06 (a)* All public bodies shall keep written minutes of all their meetings, whether open or closed
- Sec. 2.06 (f)* Minutes of meetings closed to the public shall be available only after the public body determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential.

Staff Contact: Dr. David Sam, President, 847-214-7374

**DESTRUCTION OF AUDIOTAPES OF CLOSED SESSION BOARD MEETINGS
NOVEMBER 5 AND NOVEMBER 10, 2020**

Recommendation

The administration recommends that the Board of Trustees approves the destruction of the verbatim audiotapes of the closed sessions of November 5 and November 10, 2020 as all criteria for destruction of these tapes have been met.



Dr. David Sam, President

Background

With no lawsuit pending regarding the legality of these closed sessions, in accordance with *The Open Meetings Act (5 ILCS 120/2.06)*:

- (c) The verbatim record may be destroyed without notification to or the approval of a records commission or the State Archivist under the Local Records Act or the State Records Act no less than 18 months after the completion of the meeting recorded but only after:
 - (1) the public body approves the destruction of a particular recording; and
 - (2) the public body approves minutes of the closed meeting that meet the written minutes requirements of subsection (a) of this Section.

The audiotaped recordings of the closed sessions noted above meet the legal criteria, as stated.

Staff Contact: Dr. David Sam, President, 847-214-7374

RATIFICATION OF REPORT OF EXPENSES

Recommendation

The Treasurer recommends that the Board of Trustees ratifies the Report of Expenses for the month of May 2022. (Reports provided under separate cover.)



Dr. David Sam, President

Background

The Report of Expenses identifies the vendors that have been paid during the month of May 2022 in the amount of \$3,725,102.88.

Staff Contact: Dr. Kimberly Wagner, Vice President, Business and Finance 847-214-7728

RATIFICATION OF BOARD OF TRUSTEE TRAVEL EXPENSES

Recommendation

The Treasurer recommends that the Board of Trustees ratifies the Board of Trustee Travel Expenses for the month of May 2022. (Reports provided under separate cover.)



Dr. David Sam, President

Background

The Board of Trustee Travel Expenses identifies the expenses that have been paid during the month of May 2022 in the amount of \$36.05.

This recommendation is provided in accordance with the provisions of the Local Government Travel Expense Control Act (50 ILCS 150/).

Staff Contact: Dr. Kimberly Wagner, Vice President, Business and Finance 847-214-7728

**IN-RESIDENCE ENSEMBLE RENEWAL OF AGREEMENT
BALLET FOLKLORICO HUEHUECOYOTL also known as BFH**

Recommendation

The administration recommends that the Board of Trustees approves renewal of an In-Residence Ensemble (IRE) Agreement with Ballet Folklorico Huehuecoyotl also known as BFH, effective July 1, 2022 through June 30, 2025



Dr. David Sam, President

Background

Ballet Folklorico Huehuecoyotl (BFH) has requested renewal of its IRE agreement with Elgin Community College, effective July 1, 2022, through June 30, 2025. Approximately 70 students per semester enroll in performance classes offered jointly by Ballet Folklorico Huehuecoyotl (BFH) and Elgin Community College.

The Ballet Folklorico Huehuecoyotl (BFH) was established in 1996 as a non-profit organization under the direction of founder Julian Hernandez. Their mission is to learn, promote and show the beauty and culture of Mexico through the art of folkloric dance. In 2000, a children's ensemble was added so that Mexican folkloric dance and Mexico's rich cultural heritage could be passed on to younger generations while being shared with a broader audience. The Ballet Folklorico Huehuecoyotl (BFH) has been regionally and nationally recognized for excellence. They perform at the ECC Arts Center and at various festivals, venues and competitions throughout the district and across the United States.

Staff Contact: Dr. Peggy Heinrich, Interim Vice President, Teaching, Learning and Student Development, 847-214-7635

ELGIN COMMUNITY COLLEGE IN-RESIDENCE ENSEMBLE AGREEMENT

This **AGREEMENT** entered into by and between **BALLET FOLKLORICO HUEHUECOYOTL** (further referred to as IRE) and **COMMUNITY COLLEGE DISTRICT NO. 509**, known as **ELGIN COMMUNITY COLLEGE** (further referred to as ECC) shall constitute the complete and total understanding of all requirements and obligations by ECC and by **BALLET FOLKLORICO HUEHUELOYOTL**, in the establishment and continuation of an **IN-RESIDENCE ENSEMBLE (IRE)**.

The commencement of this **Agreement** shall be on July 1, 2022, and shall expire on June 30, 2025. If not renewed in writing, this **Agreement** shall terminate on the date stated, or the end of the effective term.

Notwithstanding the foregoing, IRE retains the right to terminate this **Agreement** at any time, or because of a failure to resolve other issues concerning this **Agreement**.

ECC retains the right to terminate this **Agreement** at any time, or based upon its review of learning outcomes and performance standards assessment of IRE, and finding that such are unsatisfactory as to quality or efficacy in light of established ECC standards, or because of a failure to resolve other issues concerning this **Agreement**. Either party shall give written notice of any such termination of this **Agreement** to the other party, in accordance with the provisions of Paragraph 3(S) below, at least six (6) months prior to the termination of the **Agreement**; however, scheduled performances and classes already in progress as of the termination date shall continue under this **Agreement** until completion.

The mission and vision of ECC are:

- To improve people's lives through learning; and
- Our mission of encouraging learning by focusing all our efforts on making Elgin Community College one of the best centers of learning in the United States. In recognition of our role as a comprehensive community college, we will strive to create high-quality learning opportunities that respond to the needs of the residents of our district. As we work toward this Vision, our efforts will be guided by Shared Values of Excellence, Freedom of Inquiry, Equity, Ethical Practices, Accountability, Respect for Diversity and Community Engagement.

The stated purpose of the IRE is:

- To provide professional level performing experiences for ECC performing arts majors through the offering of apprenticeships, and/or to provide advanced level performance training opportunities for students;
- To provide youth a positive, healthy activity of which they can be proud;
- Promote, maintain and share the rich heritage of the folkloric dances of Mexico; and
- To enhance the performing arts offerings to ECC students and enhance ECC efforts in the recruitment of performing arts majors.

1. ECC REQUIREMENTS FOR IN-RESIDENCE ENSEMBLES

In recognition of the above, IRE will conform to the following requirements:

- A. IRE shall work with the Senior Director of Performing Arts to develop and offer at least two (2) one semester classes per academic year. All class participants shall be registered as students of ECC, and each class must have at least sixteen (16) registered students. Additional classes may be offered with the approval of the Senior Director of Performing Arts. IRE shall work with ECC staff to process student registrations as a batch.

X i. Upon completion of batch registration processing, ECC shall submit to IRE an invoice to collect tuition and fees owed for each student participant. Individual students shall not be billed. IRE shall remit balance due within thirty (30) days. Tuition Fee charges for all registered students shall be billed at the published ECC tuition rate per student.

~~ii. ECC shall not charge, and neither IRE nor the enrolled students shall be required to pay any ECC tuition or course fees for any class developed and offered by the IRE~~

- B. Students age 16 years or older will receive college credit for enrollment in performing arts college transfer courses. Students under 16 years-old will be enrolled in a non-credit course and will receive no college credit, unless the student meets requirements outlined in Administrative Procedure 4.101 College Admission. Out-of-District students 16 years or older may elect to enroll in a college credit or a non-credit course.
- C. IRE shall work with the Senior Director of Performing Arts to create additional programs, performances, workshops and/or other unique educational opportunities for ECC students and residents of District 509 which support the philosophy and goals of ECC. Any increase in size or scope of an IRE program must be submitted in writing to and approved by the Senior Director of Performing Arts prior to increasing the size and/or scope. Any expansion to the program beyond its' current size or scope may incur additional charges to the IRE, as determined by the Senior Director of Performing Arts.
- D. IRE shall not create any on-campus programs, performances, workshops and/or other educational opportunities that compete directly with any past, present, or future programs, performances, workshops or other educational opportunities offered, or included in any plan of the Performing Arts Department adopted by ECC. This **Agreement** does not limit, or apply to other programming outside Elgin Community College.
- E. IRE shall employ a highly qualified paid professional artistic or program director of its own choosing, provided that such artistic or program director meets the qualifications specified in ECC Administrative Procedure 5.103. The artistic or program director shall comply with ECC registration and records procedures and utilize an established ECC e-mail account.
- F. IRE shall rent ECC Arts Center for at least one (1) event per year. The Senior Director of Performing Arts has the final approval on matters or disputes regarding whether a performance or event meets the above-mentioned rental requirement. ECC will provide rehearsal and performance space, and technical, box office and front-of-house event support for all performances at standard not-for-profit rental rates. Rental agreement and rates for fiscal year 2023 are attached as an addendum to this **Agreement**. Rental rates

shall not increase by more than four percent (4%) annually for the duration of this **Agreement**. IRE will produce performances at its own expense and risk.

The parties further understand that IRE will need to undertake substantial planning and costs in order to ensure adequate advanced promotion of performances each fiscal year (July 1 through June 30). Accordingly, IRE shall submit requests for the next fiscal year's performance dates by August 1st of the current fiscal year. In response to such requests, ECC shall confirm both the availability of facilities for such performances, and provide any approvals or denials required by Senior Director of Performing Arts no later than January 1st of the current fiscal year.

- G. IRE shall operate with a not-for-profit state charter and obtain/maintain IRS tax exempt status, under IRS Section 501(c)(3).
- H. IRE shall operate with its own United States Postal Service mailing permit.
- I. IRE shall employ a separate executive director and artistic or program director to provide professional management for its operations and programs.
- J. IRE shall list ECC prominently as a major sponsor in all sponsor acknowledgements, and as an "in-kind" sponsor of the IRE on all promotional materials, press releases, web pages and publications as follows:

BALLET FOLKLORICO HUEHUECOYOTL
An In-Residence Ensemble at the Elgin Community College Arts Center

- K. The Arts Center will receive one (1) full page of advertising, in all IRE produced event program books or digital media.
- L. IRE will be solely responsible for its financial affairs. ECC will assume no responsibility for debts incurred by IRE. IRE may be required to provide ECC with annual audited financial statements, reviewed by an independent CPA, upon request from ECC.
- M. IRE shall continue to foster financial stability through means outside of the college.
- N. IRE shall provide thirty (30) tickets per season to the ECC president for the purpose of promoting ECC, the Arts Center and its programs.
- O. IRE shall offer the ECC Arts Center ticket office right of first refusal to sell tickets to IRE performances held off-campus but within District 509 boundaries, unless other contractual obligations prohibit such service provisions.
- P. IRE shall provide equal access and services to all participants and performers regardless of race, sex, religion, age, color, creed, national or ethnic origin, marital status, sexual orientation, gender identity, veteran's status, physical or mental disability, or any protected status under federal and/or state law.
- Q. IRE shall express concerns, issues or questions about other ECC Departments or college policies to ECC Arts Center staff members, and not directly to other ECC Departments or ECC personnel. Any and all concerns, issues or questions regarding sexual harassment, hostile work environment, or discrimination should be directed to the

appropriate party or parties identified in the college's Administrative Procedures, and shall not be communicated directly to other ECC Departments or ECC personnel.

- R. IRE shall comply with all published policies and procedures of ECC, whether now or hereafter adopted, regarding ECC Arts Center or ECC programs and operations; however, ECC shall provide notice to IRE of any changes to such policy or procedures. Procedures are available and updated on the Elgin Community College internal website.
- S. IRE shall be responsible for creating an annual, detailed participant handbook and syllabus that meets IRE's stated mission and supports the learning outcomes established by ECC for courses offered under this **Agreement**. Failure to present the participant handbook and syllabus upon request each year of this **Agreement** term, or if the handbook or syllabus fails to meet ECC approval, this contract will be considered null and void. ECC shall in all cases consult with IRE regarding any concerns, issues or questions about IRE's proposed participant handbook and syllabus before disapproving same, and IRE shall have the right to resolve within a reasonable time any problem called to its attention by ECC. In the event that any such problem is not resolved, ECC shall then give prompt notice of final disapproval to IRE, in accordance with the requirements of Paragraph 3(S) below.
- T. The IRE artistic or program director shall participate in the development and assessment of learning outcomes and public performance standards for IRE classes as outlined by the Dean of Liberal, Visual and Performing Arts. These outcomes and standards will be used to evaluate the quality and efficacy of programs offered by IRE and sponsored by ECC.

2. **ECC SUPPORT SERVICES AVAILABLE TO IRE**

The following ECC services shall be and remain available to IRE,

- ~~—~~ X i.) through the expenditure of ECC funds as outlined in Section 4 of this contract, and may include:
- ~~—~~ ii.) ~~provided IRE shall pay for such services at the rates generally charged for such services, included:~~

- A. Part-Time Instructional Salaries;
- B. Other Salaries (e.g. accompanist or non-credit course part-time instructor salary);
- C. Ticketing services;
- D. Public relations/informational services;
- E. Copying/printing services;
- F. Rehearsal and performance rental over and above scheduled class periods at the nonprofit rate;
- G. Supplies;
- H. ECC truck/van rental in accordance with ECC Administrative Procedure 3.704 Operation of College Vehicles.

3. **ADDITIONAL PROVISIONS**

- A. No partnership exists between these parties and neither party can act on behalf or in the absence of the other party as an agent for the other or assume any obligation for the other.

- B. If applicable, Elgin Community College shall notify IRE no later than September 15th of each fiscal year of this **Agreement** if ECC funds allocated for the following fiscal year shall be reduced. ECC funds allocated to IRE for Fiscal Year 2023 (July 1, 2022 through June 30, 2023) are described in Section 4 of this **Agreement**.
- C. Upon request, and within five (5) business days, ECC shall provide IRE with financial statements reflecting status of ECC allotted funds and any monies held by ECC accruing to the benefit of IRE. IRE will be responsible for its own organizational 501 (c) (3) budget.
- D. ECC shall provide shared office space, in an appropriate designated area, including local and long-distance telephone and fax service within District 509, internet access on a designated network, and web-mail service relating to the business of the IRE. IRE shall provide for their own data security and shall comply with ECC Administrative Procedure Section 7.0 Information Technology.
- E. ECC shall provide classroom space as per an ECC performance class.
- F. ECC shall provide Liability Insurance in an amount not less than One Million Dollars, (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) per occurrence for all performances and rehearsals on ECC property, for acts or omissions occurring on its property, subject to immunities and defenses contained in State statutes.
- G. IRE shall provide Liability Insurance in an amount not less than One Million Dollars, (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) per occurrence for all performances and rehearsals on ECC property for any claim of negligent acts or omissions done by the IRE during performances and rehearsals on ECC property.
- H. ECC shall provide postage for ordinary class-related mailings, but will not provide postage for any operational or event promotion-related materials. IRE shall submit a sample of each class-related mailing to Senior Director of Performing Arts and Manager of Receiving, Records Retention, & Mail Operations for approval prior to mailing.
- I. ECC shall provide processing of IRE first-class mail and post office delivery of bulk mail with postage to be reimbursable by IRE at college rates and scheduled to coincide with and complement ECC production guidelines, with ECC not assuming any obligation with regard to services outside of the usual and customary capabilities of its services.
- J. IRE shall submit a request for mailing list and mailing checklist for all bulk mailings and a mailing form for all first class mailing to Elgin Community College Manager of Receiving, Records, & Mail Operations.
- K. ECC shall provide use of college-owned, regularly maintained and tuned musical instruments, chairs, music stands, podiums and audio/visual equipment when available.
- L. IRE agrees to indemnify and hold harmless Elgin Community College from any liability, claim, demand, judgment and costs (including reasonable attorney's fees,) arising out of or in connection with the IRE's use of ECC's trucks/vans and/or ECC's property, both real and personal.

- M. Upon prior approval from the Senior Director of Performing Arts, IRE may use ECC Marketing Services Department per Section 2 for print shop services such as printing and copying. Costs and schedules associated with print shop services are subject to change and should be confirmed with an ECC Marketing Services representative prior to commencing any print shop services.
- N. It is understood and agreed that ECC may utilize IRE brochures, posters, logos, trade names and promotional materials for advertisement of IRE programs, performances, and class opportunities and to describe ECC's programs and cooperation with community arts activities.
- O. IRE shall submit all news releases and promotional material to the Senior Director of Performing Arts for approval of that portion relating to ECC programs, classes or other activities that will occur on ECC property or any material using any ECC logos or ECC's name, prior to printing and/or dissemination.
- P. Any profits generated from a performance, after IRE performance costs have been paid, shall belong exclusively to IRE and shall be paid by check from ECC to IRE within forty-five (45) days of the date of the performance.
- Q. IRE shall name ECC as an additional insured on all liability policies as applicable. Certificates of Insurance shall be provided to ECC within ten (10) business days, upon request.
- R. Both parties acknowledge and agree that each is an Affirmative Action / Equal Opportunity Employer and each does not discriminate against any employee or service provider because of race, sex, religion, age, color, creed, national or ethnic origin, marital status, sexual orientation, gender identity, veteran's status, physical or mental disability, or any protected status under federal and/or state law.
- S. All notices, requests, demands or other communications required or permitted hereunder, shall be in writing, shall reference this **Agreement** and shall be deemed given: (a) when delivered personally; (b) two (2) business days after deposit with an express overnight courier, with written confirmation of receipt; or (c) five (5) business days after having been sent by certified or registered mail, return receipt requested, postage prepaid. All such notices, requests, demands or other communications shall be delivered or sent to the addresses set forth below:

Ballet Folklorico Huehucoytl
 1700 Spartan Drive
 Elgin, IL. 60123
 Attn: Executive Director

Elgin Community College
 1700 Spartan Drive
 Elgin, IL. 60123
 Attn: Dr. David A. Sam, PhD, JD, LLM,
 College President

- T. Nothing herein shall be construed as an express or implied waiver, relinquishment or release of any common law or statutory privileges and/or immunities of ECC or any of its Trustees, officers, employees, attorneys, volunteers or agents, including without limitation those privileges and immunities existing under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et.seq.

- U. This **Agreement** shall be governed and construed in accordance with the Constitution and laws of the State of Illinois. It is the intent of the parties that arbitration or mediation shall not be a remedy or prerequisite required by this **Agreement**, and any reference to "arbitration" or "mediation" contained in this **Agreement** is void and of no legal effect. The parties waive any right to demand a trial by jury and agree that litigation arising from this **Agreement** shall be heard only by a Judge sitting without a jury in Kane County, Illinois regardless of the place of business or residence of the IRE. The parties agree that this venue is convenient for all parties involved. In the event of any litigation, the prevailing party shall have the right to recover its reasonable attorney's fees and costs.
- V. In order to maintain a safe and productive educational environment, IRE's Executive Director and Artistic or Program Director(s) shall consent to and pass a background investigation conducted by ECC's Human Resource Department prior to employment.

4. BUDGET ALLOCATION:

Per Section 2, ECC funds

X are allocated to IRE for FY 2023 and shall be,

~~are NOT ALLOCATED to IRE~~

Part-time Instructional Salaries

\$ 22,809.00

Summer School Faculty

\$8,455.00

Other Salaries (e.g. accompanist or non-credit course part-time instructor salary)*

\$ 4,293.00

Instructional Supplies

\$ 0.00

Other Contractual Services

\$13,986.00

Copying and Printing *

\$ 967.00

Repairs, materials and supplies (requesting additional funds to help cover offsite storage) Needs approval

\$ \$2,000.00

Facilities Rental*

\$ 6,806.00

In-State travel (Van/Truck Rental)*

\$ 3,671.00

Total

\$62,987.00

* Must be spent on ECC services or through ECC payroll. Full and Part-time Faculty and Other Salaries budget amounts contingent upon IRE offering two (2) sections per year

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their signatures in assent to this **Agreement** as of this _____ day of _____ 2022.

BALLET FOLKLORICO HUEHUECOYOTL ELGIN COMMUNITY COLLEGE

(Authorized Official Signature)

Title

Address:
1700 Spartan Drive
Elgin, IL 60123

College President
Community College District 509, Counties of Kane, Cook, DuPage, McHenry and DeKalb, and State of Illinois, commonly known as Elgin Community College
Address:
1700 Spartan Drive
Elgin, IL 60123

ADDENDUM
Arts Center Rental Rates FY23
Prices valid July 1, 2022 – June 30, 2022

SPACE RENTAL RATES	Blizzard Theatre (662 Seats)	SecondSpace Theatre (162 seats)
Performance Block (3hrs)	\$860.93	\$325.76
Each Additional Performance hrs.	\$236.13	\$86.00
Same Day 2 nd performance block	\$645.69	\$265.47
Rehearsal, set-up & strike hourly rate	\$139.72	\$65.20
H142 - Recital Hall per hour	\$48.41	
H122 – Choral Rehearsal per hour	\$48.41	
H123 – Instrumental Rehearsal per hour	\$48.41	
H245 – Drama/Dance Studio per hour	\$48.41	
All other Arts Center classrooms per hour	\$31.98	
SERVICE and PERSONNEL RATES	Fee	
Box Office Tickets Presale (per event)	\$483.59	
Ticket sock (per ticket, consignment only)	\$0.05	
Piano Tuning (at prevailing rates)	\$110.00	
	Hourly Rates	
Ticket Agent	\$21.89	
House Manager	\$21.47	
Head Usher	\$16.48	
Technicians	\$32.45	
Event Coordinator	\$34.76	
Scene Shop Foreman	\$39.35	
Production Manager	\$39.35	
Maintenance Staff	\$25.24	
EQUIPMENT RENTAL	Rate	
Acoustical Shell	\$138.33	
Microphones (wired)	\$13.85	
Microphones (cordless)	\$62.26	
Pianos (9' concert grand)	\$125.92	
Piano – Upright	\$89.97	
Band Risers	\$15.19	
3- step standing Choral risers	\$17.99	
12K Projector (new 7/18)	\$175.00	
Projector Screen	\$150.00	
Follow Spot (per performance)	\$46.15	
Fog/Haze machine	\$62.39	

Not for profit organizations receive a 20% discount on standard space rates only. The Arts Center reserves the right to change or modify space rentals rates, service charges and personnel rates.

Service and personnel rates are subject to annual increases and are not restricted to any % cap negotiated in long term contracts signed for more than one year.

The Arts Center reserves the right to access additional reasonable fees for changes to event date(s) and /or equipment requested received less than 10 business days from your event.

Late Request Clause:

The Arts Center reserves the right to refuse and late requests relative to equipment, labor, rehearsal time, etc. which were not included in the original Production Request form (due 30 days prior to the event). Additionally, if the late request is granted the following provisions may be implemented.

Any and all discounts previously agreed upon by the contract, orally or in writing, may be reduced or voided. (i.e. NFP discount rates waived). If no discount exists, the Arts Center reserves the right to add \$250 or a 20% increase (whichever is larger) to any or all rental rates. Additional charges for labor at 1.5 times the hourly rental agreement rate may be imposed for any supplementary hours that the staff is required to accomplish these last-minute requests, and the production may incur an extra 25% upcharge for any equipment rented.

**IN-RESIDENCE ENSEMBLE RENEWAL OF AGREEMENT
CHILDREN'S THEATRE OF ELGIN/FOX VALLEY THEATRE COMPANY**

Recommendation

The administration recommends that the Board of Trustees approves renewal of an In-Residence Ensemble (IRE) agreement with Children's Theatre of Elgin/Fox Valley Theatre Company, effective July 1, 2022, through June 30, 2025.



Dr. David Sam, President

Background

Children's Theatre of Elgin/Fox Valley Theatre Company has requested renewal of its IRE agreement with Elgin Community College, effective July 1, 2022, through June 30, 2025. Approximately 200 students enroll each year in performance-ensemble classes offered jointly by Children's Theatre of Elgin/Fox Valley Theatre Company and Elgin Community College.

Children's Theatre of Elgin/Fox Valley Theatre Company's mission is to provide high-quality theatrical experiences for children and young adults, ages 7 through 20, to encourage family support and participation in theatre and to make live theatre affordable and accessible. The organization strives to include all students who audition, regardless of experience or innate ability, in order to give them opportunities to develop and improve upon their talents throughout the rehearsal and performance process. Participation also promotes increased self-confidence as they work side by side with more experienced performers and under the direction of professional artists. Economically disadvantaged students receive financial assistance to help pay participation fees and tuition, as needed.

Staff Contact: Dr. Peggy Heinrich, Vice President, Teaching, Learning and Student Development, 847-214-7635

ELGIN COMMUNITY COLLEGE IN-RESIDENCE ENSEMBLE AGREEMENT

This AGREEMENT entered into by and between **CHILDREN'S THEATRE of ELGIN/FOX VALLEY THEATRE COMPANY** referred to as IRE) and **COMMUNITY COLLEGE DISTRICT NO. 509, known as ELGIN COMMUNITY COLLEGE** (further referred to as ECC) shall constitute the complete and total understanding of all requirements and obligations by ECC and by **CHILDREN'S THEATRE OF ELGIN/FOX VALLEY THEATRE COMPANY**, in the establishment and continuation of an **IN-RESIDENCE ENSEMBLE (IRE)**.

The commencement of this **Agreement** shall be on July 1, 2022, and shall expire on June 30 2025. If not renewed in writing, this **Agreement** shall terminate on the date stated, or the end of the effective term.

Notwithstanding the foregoing, IRE retains the right to terminate this **Agreement** at any time, or because of a failure to resolve other issues concerning this **Agreement**.

ECC retains the right to terminate this **Agreement** at any time, or based upon its review of learning outcomes and performance standards assessment of IRE, and finding that such are unsatisfactory as to quality or efficacy in light of established ECC standards, or because of a failure to resolve other issues concerning this **Agreement**. Either party shall give written notice of any such termination of this **Agreement** to the other party, in accordance with the provisions of Paragraph 3(S) below, at least six (6) months prior to the termination of the **Agreement**, however, scheduled performances and classes already in progress as of the termination date shall continue under this **Agreement** until completion.

The mission and vision of ECC are:

- To improve people's lives through learning; and
- Our mission of encouraging learning by focusing all our efforts on making Elgin Community College one of the best centers of learning in the United States. In recognition of our role as a comprehensive community college, we will strive to create high-quality learning opportunities that respond to the needs of the residents of our district. As we work toward this Vision, our efforts will be guided by Shared Values of Excellence, Freedom of Inquiry, Equity, Ethical Practices, Accountability, Respect for Diversity and Community Engagement.

The stated purpose of the IRE is:

- To provide high-quality, appropriate to age level, professional level performing experiences for ECC performing arts majors through the offering of apprenticeships, and/or to provide advanced level performance training opportunities for students under the age of 21; and
- To enhance the performing arts offerings to ECC students and enhance ECC efforts in the recruitment of performing arts majors.

1. ECC REQUIREMENTS FOR IN-RESIDENCE ENSEMBLES

In recognition of the above, IRE will conform to the following requirements:

- A. IRE shall work with the Senior Director of Performing Arts to develop and offer at least two (2) one semester classes per academic year. All class participants shall be registered as students of ECC, and each class must have at least twenty (20) registered students. Additional

classes may be offered with the approval of the Senior Director of Performing Arts. IRE shall work with ECC staff to process student registrations as a batch.

~~X~~ i. Upon completion of batch registration processing, ECC shall submit to IRE an invoice to collect tuition and fees owed for each student participant. Individual students shall not be billed. IRE shall remit balance due within thirty (30) days. Tuition Fee charges for all registered students shall be billed at the published ECC tuition rate per student.

~~ii. ECC shall not charge, and neither IRE nor the enrolled students shall be required to pay any ECC tuition or course fees for any class developed and offered by the IRE~~

- B. Students age 16 years or older will receive college credit for enrollment in performing arts college transfer courses. Students under 16 years old will be enrolled in a non-credit course and will receive no college credit, unless the student meets requirements outlined in Administrative Procedure 4.101 College Admission. Out-of-District students 16 years or older may elect to enroll in a college credit or a non-credit course.
- C. IRE shall work with the Senior Director of Performing Arts to create additional programs, performances, workshops and/or other unique educational opportunities for ECC students and residents of District 509 which support the philosophy and goals of ECC. Any increase in size or scope of an IRE program must be submitted in writing to and approved by the Senior Director of Performing Arts prior to increasing the size or scope. Any expansion to the program beyond its' current size or scope may incur additional charges to the IRE as determined by the Senior Director of Performing Arts.
- D. IRE shall not create any on-campus programs, performances, workshops and/or other educational opportunities that compete directly with any past, present, or future programs, performances, workshops or other educational opportunities offered, or included in any plan of the Performing Arts Department adopted by ECC. This **Agreement** does not limit, or apply to other programming conducted outside of Elgin Community College.
- E. IRE shall employ a highly qualified paid artistic or program director of its own choosing, provided that such artistic or program director meets the qualifications specified in ECC Administrative Procedure 5.103. The artistic or program director shall comply with ECC registration and records procedures and utilize an established ECC e-mail account.
- F. IRE shall rent ECC Arts Center for at least two (2) events per year offering nine (9) to twelve (12) performances annually. The Senior Director of Performing Arts has the final approval on matters or disputes regarding whether a performance or event meets the abovementioned rental requirement. ECC will provide rehearsal and performance space, and technical, box office and front-of-house event support for all performances at standard not-for-profit rental rates. Rental agreement and rates for fiscal year 2023 are attached as an addendum to this Agreement. Rental rates shall not increase by more than four percent (4%) annually for the duration of this Agreement. IRE will produce performances at its own expense and risk.

The parties further understand that IRE will need to undertake substantial planning and costs in order to ensure adequate advanced promotion of performances each fiscal year (July 1 through June 30). Accordingly, IRE shall submit requests for the next fiscal year's performance dates by August 1st of the current fiscal year. In response to such requests, ECC shall confirm both the availability of facilities for such performances, and provide any approvals or denials required by Senior Director of Performing Arts, no later than January 1st of the current fiscal year.

- G. IRE shall operate with a not-for-profit state charter and obtain/maintain IRS tax exempt status, under IRS Section 501(c)(3).
- H. IRE shall operate with its own United States Postal Service mailing permit.
- I. IRE shall employ a separate executive director and artistic or program director to provide professional management for its operations and programs.
- J. IRE shall list ECC prominently as a major sponsor in all sponsor acknowledgements, and as an "in-kind" sponsor of the IRE on all promotional materials, press releases, web pages and publications as follows:

**CHILDREN'S THEATRE OF ELGIN/FOX VALLEY THEATRE COMPANY
an In-Residence Ensemble at the Elgin Community College Arts Center**

- K. The Arts Center will receive one (1) full page of advertising, in all IRE produced event program books or digital media.
- L. IRE will be solely responsible for its financial affairs. ECC will assume no responsibility for debts incurred by IRE. IRE may be required to provide ECC with annual audited financial statements, reviewed by an independent CPA, upon request from ECC.
- M. IRE shall continue to foster financial stability through means outside of the college.
- N. IRE shall provide thirty (30) tickets per season to the ECC president for the purpose of promoting ECC, the Arts Center and its programs.
- O. IRE shall offer the ECC Arts Center ticket office right of first refusal to sell tickets to IRE performances held off-campus but within District 509 boundaries, unless other contractual obligations prohibit such service provisions.
- P. IRE shall provide equal access and services to all participants and performers regardless of race, sex, religion, age, color, creed, national or ethnic origin, marital status, sexual orientation, gender identity, veteran's status, physical or mental disability, or any protected status under federal and/or state law.
- Q. IRE shall express concerns, issues or questions about other ECC Departments or college policies to ECC Arts Center staff members, and not directly to other ECC Departments or ECC personnel. Any and all concerns, issues or questions regarding sexual harassment, hostile work environment, or discrimination should be directed to the appropriate party or parties identified in the college's Administrative Procedures, and shall not be communicated directly to other ECC Departments or ECC personnel.
- R. IRE shall comply with all published policies and procedures of ECC, whether now or hereafter adopted, regarding ECC Arts Center or ECC programs and operations; however, ECC shall provide notice to IRE of any changes to such policy or procedures. Procedures are available and updated on the Elgin Community College internal website.
- S. IRE, for itself and for all affiliated organizations such as Children's Theatre of Elgin ("the affiliated organizations") shall be responsible for creating an annual, detailed participant handbook and syllabus that meets IRE's stated mission and supports the learning outcomes

established by ECC for courses offered under this **Agreement**. Failure to present a participant handbook and syllabus upon request each year of this **Agreement** term, or if the handbook or syllabus fails to meet ECC approval, this contract will be considered null and void. ECC shall in all cases consult with IRE regarding any concerns, issues or questions about IRE's proposed participant handbook or syllabus before disapproving same, and IRE shall have the right to resolve within a reasonable time any problem called to its attention by ECC. In the event that any such problem is not resolved, ECC shall then give prompt notice of final disapproval to IRE, in accordance with the requirements of Paragraph 3(S) below.

- T. The IRE artistic or program director shall participate in the development and assessment of learning outcomes and public performance standards for IRE classes as outlined by the Dean of Liberal, Visual and Performing Arts. These outcomes and standards will be used to evaluate the quality and efficacy of programs offered by IRE and sponsored by ECC.

2. ECC SUPPORT SERVICES AVAILABLE TO IRE

The following ECC services shall be and remain available to IRE,

~~X~~ i.) through the expenditure of ECC funds as outlined in Section 4 of this contract, and may include:

~~ii.) provided IRE shall pay for such services at the rates generally charged for such services, included;~~

- A. Part-Time Instructional Salaries;
- B. Other Salaries (e.g. accompanist or non-credit course part-time instructor salary);
- C. Ticketing services;
- D. Public relations/informational services;
- E. Copying/printing services;
- F. Rehearsal and performance rental over and above scheduled class periods at the non-profit rate;
- G. Supplies; and
- H. ECC truck/van rental in accordance with ECC Administrative Procedure 3.704 Operation of College Vehicles.

3. ADDITIONAL PROVISIONS

- A. No partnership exists between these parties and neither party can act on behalf or in the absence of the other party as an agent for the other or assume any obligation for the other.
- B. If applicable, Elgin Community College shall notify IRE no later than September 15th of each fiscal year of this **Agreement** if ECC funds allocated for the following fiscal year shall be reduced. ECC funds allocated to IRE for Fiscal Year 2023 (July 1, 2022 through June 30, 2023) are described in Section 4 of this **Agreement**.
- C. Upon request, and within five (5) business days, ECC shall provide IRE with financial statements reflecting status of ECC allotted funds and any monies held by ECC accruing to the benefit of IRE. IRE will be responsible for its own organizational 501(c)(3) budget.

- D. ECC shall provide shared office space, in an appropriate designated area, including local and long-distance telephone and fax service within District 509, Internet access on a designated network, and web-mail service relating to the business of the IRE. IRE shall provide for their own data security and shall comply with ECC Administrative Procedure Section 7.0 Information Technology.
- E. ECC shall provide classroom space as per an ECC performance class.
- F. ECC shall provide Liability Insurance in an amount not less than One Million Dollars, (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) per occurrence for all performances and rehearsals on ECC property, for acts or omissions occurring on its property, subject to immunities and defenses contained in State statutes.
- G. IRE shall provide Liability Insurance in an amount not less than One Million Dollars, (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) per occurrence for all performances and rehearsals on ECC property for any claim of negligent acts or omissions done by the IRE during performances and rehearsals on ECC property.
- H. ECC shall provide postage for ordinary class-related mailings, but will not provide postage for any operational or event promotion-related materials. IRE shall submit a sample of each class-related mailing to Senior Director of Performing Arts and Manager of Receiving, Records Retention, & Mail Operations for approval prior to mailing.
- I. ECC shall provide processing of IRE first-class mail and post office delivery of bulk mail with postage to be reimbursable by IRE at college rates and scheduled to coincide with and complement ECC production guidelines, with ECC not assuming any obligation with regard to services outside of the usual and customary capabilities of its services.
- J. IRE shall submit a mailing list and mailing checklist for all bulk mailings and a mailing form for all first class mailing to Elgin Community College Manager of Receiving, Records Retention, & Mail Operations.
- K. ECC shall provide use of college-owned, regularly maintained and tuned musical instruments, chairs, music stands, podiums and audio/visual equipment when available.
- L. IRE agrees to indemnify and hold harmless Elgin Community College from any liability, claim, demand, judgment and costs (including reasonable attorney's fees,) arising out of or in connection with the IRE's use of ECC's trucks/vans and/or ECC's property, both real and personal.
- M. Upon prior approval from the Senior Director of Performing Arts, IRE may use ECC Marketing Services Department per Section 2 for print shop services such as printing and copying. Costs and schedules associated with print shop services are subject to change and should be confirmed with an ECC Marketing Services representative prior to commencing any print shop services.
- N. It is understood and agreed that ECC may utilize IRE brochures, posters, logos, trade names and promotional materials for advertisement of IRE programs, performances, and class opportunities and to describe ECC's programs and cooperation with community arts activities.

- O. IRE shall submit all news releases and promotional material to the Senior Director of Performing Arts for approval of that portion relating to ECC programs, classes or other activities that will occur on ECC property or any material using ECC logos or ECC's name, prior to printing and/or dissemination.
- P. Any profits generated from a performance, after IRE performance costs have been paid, shall belong exclusively to IRE and shall be paid by check from ECC to IRE within forty-five (45) days of the date of the performance.
- Q. IRE shall name ECC as an additional insured on all liability policies as applicable. Certificates of Insurance shall be provided to ECC within ten (10) business days, upon request.
- R. Both parties acknowledge and agree that each is an Affirmative Action/Equal Opportunity Employer and each does not discriminate against any employee or service provider because of race, sex, religion, age, color, creed, national or ethnic origin, marital status, sexual orientation, gender identity, veteran's status, physical or mental disability, or any protected status under federal and/or state law.
- S. All notices, requests, demands or other communications shall be required or permitted hereunder, shall be in writing, shall reference this **Agreement** and shall be deemed given: (a) when delivered personally; (b) two (2) business days after deposit with an express overnight courier, with written confirmation of receipt; or (c) five (5) business days after having been sent by certified or registered mail, return receipt requested, postage prepaid. All such notices, requests, demands or other communications shall be delivered or sent to the addresses set forth below:

Children's Theatre of Elgin/
 Fox Valley Theatre Company
 1700 Spartan Drive
 Elgin, IL. 60123
 Attn: Executive Director

Elgin Community College
 1700 Spartan Drive
 Elgin, IL. 60123
 Attn: Dr. David A. Sam, PhD, JD, LLM,
 College President

- T. Nothing herein shall be construed as an express or implied waiver, relinquishment or release of any common law or statutory privileges and/or immunities of ECC or any of its Trustees, officers, employees, attorneys, volunteers or agents, including without limitation those privileges and immunities existing under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.
- U. This **Agreement** shall be governed and construed in accordance with the Constitution and laws of the State of Illinois. It is the intent of the parties that arbitration or mediation shall not be a remedy or prerequisite required by this **Agreement**, and any reference to "arbitration" or "mediation" contained in this **Agreement** is void and of no legal effect. The parties waive any right to demand a trial by jury and agree that litigation arising from this **Agreement** shall be heard only by a Judge sitting without a jury in Kane County, Illinois regardless of the place of business or residence of the IRE. The parties agree that this venue is convenient for all parties involved. In the event of any litigation, the prevailing party shall have the right to recover its reasonable attorney's fees and costs.

V. In order to maintain a safe and productive educational environment, IRE's Executive Director and Artistic or Program Director(s) shall consent to and pass a background investigation conducted by ECC's Human Resource Department prior to employment.

4. **BUDGET ALLOCATION:**

Per Section 2, ECC funds

X are allocated to IRE for FY 2023 and shall be:

~~are NOT ALLOCATED to IRE.~~

Part-time Instructional Salaries	\$ 5,269.00
Summer School Faculty	2,928.00
Other Salaries (e.g. accompanist or non-credit course part-time instructor salary)*	\$ 0.00
Instructional Supplies	\$ 3,385.00
Other Contractual Services	\$ 5,385.00
Copying and Printing *	\$ 1,636.00
Repairs, materials and supplies	0.00
Facilities Rental*	\$34,627.00
In-State travel (Van/Truck Rental)*	0.00
Total	<u>\$</u> <u>53,230.00</u>

* Must be spent on ECC services or through ECC payroll. Full and Part-time Faculty and Other Salaries budget amounts contingent upon IRE offering two (2) sections per year.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their signatures in assent to this **Agreement** as of this _____ day of _____ 2022.

**CHILDREN'S THEATRE OF ELGIN/
FOX VALLEY THEATRE COMPANY**

ELGIN COMMUNITY COLLEGE

(Authorized Official Signature)

College President

Community College District 509, Counties of Kane,
Cook, DuPage, McHenry and DeKalb, and State of
Illinois commonly known as Elgin Community College

Title
Address:
1700 Spartan Drive
Elgin, IL 60123

Address:
1700 Spartan Drive
Elgin, IL 60123

ADDENDUM
Arts Center Rental Rates FY23
Prices valid July 1, 2022 – June 30, 2022

SPACE RENTAL RATES	Blizzard Theatre (662 Seats)	SecondSpace Theatre (162 seats)
Performance Block (3hrs)	\$860.93	\$325.76
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Late Request Clause:

The Arts Center reserves the right to refuse and late requests relative to equipment, labor, rehearsal time, etc. which were not included in the original Production Request form (due 30 days prior to the event). Additionally, if the late request is granted the following provisions may be implemented.

Any and all discounts previously agreed upon by the contract, orally or in writing, may be reduced or voided. (i.e. NFP discount rates waived). If no discount exists, the Arts Center reserves the right to add \$250 or a 20% increase (whichever is larger) to any or all rental rates. Additional charges for labor at 1.5 times the hourly rental agreement rate may be imposed for any supplementary hours that the staff is required to accomplish these last-minute requests, and the production may incur an extra 25% upcharge for any equipment rented.

**IN-RESIDENCE ENSEMBLE RENEWAL OF AGREEMENT
ELGIN MASTER CHORALE, INC.**

Recommendation

The administration recommends that the Board of Trustees approves renewal of an In-Residence Ensemble (IRE) agreement with Elgin Master Chorale, Inc., effective July 1, 2022, through June 30, 2025.



Dr. David Sam, President

Background

Elgin Master Chorale, Inc. (EMC) (formerly known as Elgin Choral Union, Inc.) requests renewal of its IRE agreement with Elgin Community College, effective July 1, 2022 through June 30, 2025. This not-for-profit organization is the Fox Valley's oldest performing organization. Between 80 and 100 choristers (ages 17 and up) enroll each semester in this program, which is jointly offered as a music course by Elgin Community College and Elgin Master Chorale, Inc. (EMC). Recently, EMC has created a children's chorus for the purpose of reviving the defunct Elgin Children's Chorus.

Founded in 1947, under the name of Elgin Choral Union until 2014, Elgin Master Chorale, Inc. has been associated with the college since 1978, and the organization became an IRE in 1993. EMC has provided lifelong learning opportunities for its members, played a key role as a preserver of the arts in the area, and has enriched the cultural and social quality of life for thousands through innovative partnerships and community outreach events. EMC regularly performs at the Elgin Community College Arts Center, as well as other locations throughout the Fox River Valley. The chorus has distinguished itself by its ambitious programming, by performances of master choral works as well as contemporary compositions, and by the commissioning of several world premieres.

Staff Contact: Dr. Peggy Heinrich, Vice President of Teaching, Learning and Student Development, 847-214-7635.

ELGIN COMMUNITY COLLEGE IN-RESIDENCE ENSEMBLE AGREEMENT

This **AGREEMENT** entered into by and between **ELGIN MASTER CHORALE, INC.** (further referred to as IRE) and **COMMUNITY COLLEGE DISTRICT NO. 509**, known as **ELGIN COMMUNITY COLLEGE** (further referred to as ECC) shall constitute the complete and total understanding of all requirements and obligations by ECC and by **ELGIN MASTER CHORALE, INC.**, in the establishment and continuation of an **IN-RESIDENCE ENSEMBLE (IRE)**.

The commencement of this **Agreement** shall be on July 1, 2022, and shall expire on June 30, 2025. If not renewed in writing, this **Agreement** shall terminate on the date stated, or the end of the effective term.

Notwithstanding the foregoing, IRE retains the right to terminate this **Agreement** at any time, or because of a failure to resolve other issues concerning this **Agreement**.

ECC retains the right to terminate this **Agreement** at any time, or based upon its review of learning outcomes and performance standards assessment of IRE, and finding that such are unsatisfactory as to quality or efficacy in light of established ECC standards, or because of a failure to resolve other issues concerning this **Agreement**. Either party shall give written notice of any such termination of this **Agreement** to the other party, in accordance with the provisions of Paragraph 3(S) below, at least six (6) months prior to the termination of the **Agreement**; however, scheduled performances and classes already in progress as of the termination date shall continue under this **Agreement** until completion.

The mission and vision of ECC are:

- To improve people's lives through learning; and
- Our mission of encouraging learning by focusing all our efforts on making Elgin Community College one of the best centers of learning in the United States. In recognition of our role as a comprehensive community college, we will strive to create high-quality learning opportunities that respond to the needs of the residents of our district. As we work toward this Vision, our efforts will be guided by Shared Values of Excellence, Freedom of Inquiry, Equity, Ethical Practices, Accountability, Respect for Diversity and Community Engagement.

The stated purpose of the IRE is:

- To provide professional level performing experiences for ECC performing arts majors through the offering of apprenticeships, and/or to provide advanced level performance training opportunities for students 17 years of age and older;
- To provide professional level performances in the ~~Visual &~~ Performing Arts Center, and/or performance opportunities; and
- To enhance the performing arts offerings to ECC students and enhance ECC efforts in the recruitment of performing arts majors.

1. ECC REQUIREMENTS FOR IN-RESIDENCE ENSEMBLES

In recognition of the above, IRE will conform to the following requirements:

- A. IRE shall work with the Senior Director of Performing Arts to develop and offer at least two (2) one semester classes per academic year. All class participants shall be registered as students of ECC, and each class must have at least fifteen (15) registered students. Additional classes may be offered with the approval of the Senior Director of Performing Arts. IRE shall work with ECC staff to process student registrations as a batch.

Xi. Upon completion of batch registration processing, ECC shall submit to IRE an invoice to collect tuition and fees owed for each student participant. Individual students shall not be billed. IRE shall remit balance due within thirty (30) days. Tuition Fee charges for all registered students shall be billed at the published ECC tuition rate per student.

~~ii. ECC shall not charge, and neither IRE nor the enrolled students shall be required to pay any ECC tuition or course fees for any class developed and offered by the IRE~~

- B. Students age 16 years or older will receive college credit for enrollment in performing arts college transfer courses. Students under 16 years old will be enrolled in a non-credit course and will receive no college credit, unless the student meets requirements outlined in Administrative Procedure 4.101 College Admission. Out-of-District students 16 years or older may elect to enroll in a college credit or a non-credit course.
- C. IRE shall work with the Senior Director of Performing Arts to create additional programs, performances, workshops and/or other unique educational opportunities for ECC students and residents of District 509 which support the philosophy and goals of ECC. Any increase in size or scope of an IRE program must be submitted in writing to and approved by the Senior Director of Performing Arts prior to increasing the size or scope. Any expansion to the program beyond its' current size or scope may incur additional charges to the IRE as determined by the Senior Director of Performing Arts.
- D. IRE shall not create any on-campus programs, performances, workshops and/or other educational opportunities that compete directly with any past, present, or future programs, performances, workshops or other educational opportunities offered, or included in any plan of the Performing Arts Department adopted by ECC. This **Agreement** does not limit or apply to other programming outside Elgin Community College.
- E. IRE shall employ a highly qualified paid artistic or program director of its own choosing, provided that such artistic or program director meets the qualifications specified in ECC Administrative Procedure 5.103. The artistic or program director shall comply with ECC registration and records procedures and utilize an established ECC e-mail account.
- F. IRE shall rent ECC Arts Center for at least two (2) events per year with a minimum of two (2) public performances annually (one performance, each event). The Senior Director of Performing Arts has the final approval on matters or disputes regarding whether a performance or event meets the above-mentioned rental requirement. ECC will provide rehearsal and performance space, and technical, box office and front-of-house event support for all performances at standard not-for-profit rental rates. Rental **Agreement** and rates for fiscal year 2023 are attached as an addendum to this **Agreement**. Rental rates shall not increase by more than four percent (4%) annually for the duration of this Agreement. IRE will produce performances at its own expense and risk.

The parties further understand that IRE will need to undertake substantial planning and costs in order to ensure adequate advanced promotion of performances each fiscal year (July 1 through June 30). Accordingly, IRE shall submit requests for the next fiscal year's performance dates by August 1st of the current fiscal year. In response to such requests, ECC shall confirm both the availability of facilities for such performances, and provide any approvals required by Senior Director of Performing Arts, no later than January 1st of the current fiscal year.

- G. IRE shall operate with a not-for-profit state charter and obtain/maintain IRS tax exempt status, under IRS Section 501(c)(3).
- H. IRE shall operate with its own United States Postal Service mailing permit.
- I. IRE shall employ a separate executive director and artistic or program director to provide professional management for its operations and programs.
- J. IRE shall list ECC prominently as a major sponsor in all sponsor acknowledgements, and as an "in-kind" sponsor of the IRE on all promotional materials, press releases, web pages and publications as follows:

ELGIN MASTER CHORALE, INC.

An In-Residence Ensemble at the Elgin Community College Arts Center

- K. The Arts Center will receive one (1) full page of advertising in all IRE produced event program books or digital media.
- L. IRE will be solely responsible for its financial affairs. ECC will assume no responsibility for debts incurred by IRE. IRE may be required to provide ECC with annual audited financial statements, reviewed by an independent CPA, upon request from ECC.
- M. IRE shall continue to foster financial stability through means outside of the college.
- N. IRE shall provide fifty (50) tickets per season to the ECC president for the purpose of promoting ECC, the Arts Center and its programs.
- O. IRE shall offer the ECC Arts Center ticket office right of first refusal to sell tickets to IRE performances held off-campus but within District 509 boundaries, unless other contractual obligations prohibit such service provisions.
- P. IRE shall provide equal access and services to all participants and performers regardless of race, sex, religion, age, color, creed, national or ethnic origin, marital status, sexual orientation, gender identity, veteran's status, physical or mental disability, or any protected status under federal and/or state law.
- Q. IRE shall express concerns, issues or questions about other ECC Departments or college policies to ECC Arts Center staff members, and not directly to other ECC Departments or ECC personnel. Any and all concerns, issues or questions regarding sexual harassment, hostile work environment, or discrimination should be directed to the appropriate party or parties identified

in the college's Administrative Procedures, and shall not be communicated directly to other ECC Departments or ECC personnel.

- R. IRE shall comply with all published policies and procedures of ECC, whether now or hereafter adopted, regarding ECC Arts Center or ECC programs and operations; however, ECC shall provide notice to IRE of any changes to such policy or procedures. Procedures are available and updated on the Elgin Community College internal website.
- S. IRE shall be responsible for creating an annual, detailed participant handbook and syllabus that meets IRE's stated mission and supports the learning outcomes established by ECC for courses offered under this **Agreement**. Failure to present a participant handbook and syllabus upon request each year of this **Agreement** term, or if the handbook or syllabus fails to meet ECC approval, this contract will be considered be null and void. ECC shall in all cases consult with IRE regarding any concerns, issues or questions about IRE's proposed participant handbook and syllabus before disapproving same, and IRE shall have the right to resolve within a reasonable time any problem called to its attention by ECC. In the event that any such problem is not resolved, ECC shall then give prompt notice of final disapproval to IRE, in accordance with the requirements of Paragraph 3(S) below.
- T. The IRE artistic or program director shall participate in the development and assessment of learning outcomes and public performance standards for IRE classes as outlined by the Dean of Liberal, Visual and Performing Arts. These outcomes and standards will be used to evaluate the quality and efficacy of programs offered by IRE and sponsored by ECC.

2. **ECC SUPPORT SERVICES AVAILABLE TO IRE**

The following ECC services shall be and remain available to IRE,

- X i.) through the expenditure of ECC funds as outlined in Section 4 of this contract, and may include:
- ~~ii.) provided IRE shall pay for such services at the rates generally charged for such services, included;~~

- A. Part-Time Instructional Salaries;
- B. Other Salaries (e.g. accompanist or non-credit course part-time instructor salary);
- C. Ticketing services;
- D. Public relations/informational services;
- E. Copying/printing services;
- F. Rehearsal and performance rental over and above scheduled class periods at the nonprofit rate;
- G. Supplies; and
- H. ECC truck/van rental in accordance with ECC Administrative Procedure 3.704 Operation of College Vehicles.

3. **ADDITIONAL PROVISIONS**

- A. No partnership exists between these parties and neither party can act on behalf or in the absence of the other party as an agent for the other or assume any obligation for the other.

- B. If applicable, Elgin Community College shall notify IRE no later than September 15th of each fiscal year of this **Agreement** if ECC funds allocated for the following fiscal year shall be reduced. ECC funds allocated to IRE for Fiscal Year 2023 (July 1, 2022 through June 30, 2023) are described in Section 4 of this **Agreement**.
- C. Upon request, and within five (5) business days, ECC shall provide IRE with financial statements reflecting status of ECC allotted funds and any monies held by ECC accruing to the benefit of IRE. IRE will be responsible for its own organizational 501(c)(3) budget.
- D. ECC shall provide shared office space, in an appropriate designated area, including local and long-distance telephone and fax service within District 509, Internet access on a designated network, and web-mail service relating to the business of the IRE. IRE shall provide for their own data security and shall comply with ECC Administrative Procedure Section 7.0 Information Technology.
- E. ECC shall provide classroom space as per an ECC performance class.
- F. ECC shall provide Liability Insurance in an amount not less than One Million Dollars, (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) per occurrence for all performances and rehearsals on ECC property, for acts or omissions occurring on its property, subject to immunities and defenses contained in State statutes.
- G. IRE shall provide Liability Insurance in an amount not less than One Million Dollars, (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) per occurrence for all performances and rehearsals on ECC property for any claim of negligent acts or omissions done by the IRE during performances and rehearsals on ECC property.
- H. ECC shall provide postage for ordinary class-related mailings, but will not provide postage for any operational or event promotion-related materials. IRE shall submit a sample of each class-related mailing to Senior Director of Performing Arts and Manager of Receiving, Records Retention & Mail Operations for approval prior to mailing.
- I. ECC shall provide processing of IRE first-class mail and post office delivery of bulk mail with postage to be reimbursable by IRE at college rates and scheduled to coincide with and complement ECC production guidelines, with ECC not assuming any obligation with regard to services outside of the usual and customary capabilities of its services.
- J. IRE shall submit a mailing list and mailing checklist for all bulk mailings and a mailing form for all first-class mailing to Elgin Community College Manager of Receiving, Records Retention, & Mail Operations.
- K. ECC shall provide use of college-owned, regularly maintained and tuned musical instruments, chairs, music stands, podiums and audio/visual equipment when available.
- L. IRE agrees to indemnify and hold harmless Elgin Community College from any liability, claim, demand, judgment and costs (including reasonable attorney's fees,) arising out of or in connection with the IRE's use of ECC's trucks/vans and/or ECC's property, both real and personal.
- M. Upon prior approval from the Senior Director of Performing Arts, IRE may use ECC Marketing Services Department per Section 2 for print shop services such as printing and copying. Costs

and schedules associated with print shop services are subject to change and should be confirmed with an ECC Marketing Services representative prior to commencing any print shop services.

- N. It is understood and agreed that ECC may utilize IRE brochures, posters, logos, trade names and promotional materials for advertisement of IRE programs, performances, and class opportunities and to describe ECC's programs and cooperation with community arts activities.
- O. IRE shall submit all news releases and promotional material to the Senior Director of Performing Arts for approval of that portion relating to ECC programs, classes or other activities that will occur on ECC property or any material using any ECC logos or ECC's name, prior to printing and/or dissemination.
- P. Any profits generated from a performance, after IRE performance costs have been paid, shall belong exclusively to IRE and shall be paid by check from ECC to IRE within forty-five (45) days of the date of the performance.
- Q. IRE shall name ECC as an additional insured on all liability policies as applicable. Certificates of Insurance shall be provided to ECC within ten (10) business days, upon request.
- R. Both parties acknowledge and agree that each is an Affirmative Action/Equal Opportunity Employer and each does not discriminate against any employee or service provider because of race, sex, religion, age, color, creed, national or ethnic origin, marital status, sexual orientation, gender identity, veteran's status, physical or mental disability, or any protected status under federal and/or state law.
- S. All notices, requests, demands or other communications shall be required or permitted hereunder, shall be in writing, shall reference this **Agreement** and shall be deemed given: (a) when delivered personally; (b) two (2) business days after deposit with an express overnight courier, with written confirmation of receipt; or (c) five (5) business days after having been sent by certified or registered mail, return receipt requested, postage prepaid. All such notices, requests, demands or other communications shall be delivered or sent to the addresses set forth below:

Elgin Master Chorale, Inc. 1700 Spartan Drive Elgin, IL. 60123 Attn: Executive Director	Elgin Community College 1700 Spartan Drive Elgin, IL. 60123 Attn: Dr. David A. Sam, PhD, JD, LLM, College President
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- T. Nothing herein shall be construed as an express or implied waiver, relinquishment or release of any common law or statutory privileges and/or immunities of ECC or any of its Trustees, officers, employees, attorneys, volunteers or agents, including without limitation those privileges and immunities existing under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.
- U. This **Agreement** shall be governed and construed in accordance with the Constitution and laws of the State of Illinois. It is the intent of the parties that arbitration or mediation shall not be a remedy or prerequisite required by this **Agreement**, and any reference to "arbitration" or

"mediation" contained in this **Agreement** is void and of no legal effect. The parties waive any right to demand a trial by jury and agree that litigation arising from this **Agreement** shall be heard only by a Judge sitting without a jury in Kane County, Illinois regardless of the place of business or residence of the IRE. The parties agree that this venue is convenient for all parties involved. In the event of any litigation, the prevailing party shall have the right to recover its reasonable attorney's fees and costs.

V. In order to maintain a safe and productive educational environment, IRE's Executive Director and Artistic or Program Director(s) shall consent to and pass a background investigation conducted by ECC's Human Resource Department prior to employment.

4. **BUDGET ALLOCATION:**

Per Section 2, ECC funds

X are allocated to IRE for FY 2023 and shall be:

~~are NOT ALLOCATED to IRE.~~

Part-time Instructional Salaries	\$ \$10,540.00
Summer School Faculty	0.00
Other Salaries (e.g. accompanist or non-credit course part-time instructor salary) *	\$ 1,888.00
Instructional Supplies	0.00
Other Contractual Services**	\$21,334.00
Copying and Printing*	\$ 2,392.00
Repairs, materials and supplies (currently in their budget)	\$3,500.00
Facilities Rental*	\$ 9,189.00
In-State travel (Van/Truck Rental)*	0.00
Total	<u>\$48,843.00</u>

* Must be spent on ECC services or through ECC payroll. Full and Part-time Faculty and Other Salaries budget amounts contingent upon IRE offering two (2) sections per year.

** \$8,000.00 was added to this budget allocation to assist the Elgin Master Chorale in the creation of a children's chorus to serve the area.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their signatures in assent to this **Agreement** as of this _____ day of _____ 2022.

ELGIN MASTER CHORALE, INC

ELGIN COMMUNITY COLLEGE

(Authorized Official Signature)

College President

Community College District 509, Counties of Kane,
Cook, DuPage, McHenry and DeKalb, and State of
Illinois, commonly known as Elgin Community
College

Title

Address:

1700 Spartan Drive
Elgin, IL 60123

Address:

1700 Spartan Drive
Elgin, IL 60123

ADDENDUM
Arts Center Rental Rates FY23
Prices valid July 1, 2022 – June 30, 2022

SPACE RENTAL RATES	Blizzard Theatre (662 Seats)	Second Space Theatre (162 seats)
Performance Block (3hrs)	\$860.93	\$325.76
Each Additional Performance hrs.	\$236.13	\$86.00
Same Day 2 nd performance block	\$645.69	\$265.47
Rehearsal, set-up & strike hourly rate	\$139.72	\$65.20

H142 - Recital Hall per hour	\$48.41
H122 – Choral Rehearsal per hour	\$48.41
H123 – Instrumental Rehearsal per hour	\$48.41
H245 – Drama/Dance Studio per hour	\$48.41
All other Arts Center classrooms per hour	\$31.98

SERVICE and PERSONNEL RATES	Fee
Box Office Tickets Presale (per event)	\$483.59
Ticket sock (per ticket, consignment only)	\$0.05
Piano Tuning (at prevailing rates)	\$110.00

	Hourly Rates
Ticket Agent	\$21.89
House Manager	\$21.47
Head Usher	\$16.48
Technicians	\$32.45
Event Coordinator	\$34.76
Scene Shop Foreman	\$39.35
Production Manager	\$39.35
Maintenance Staff	\$25.24

EQUIPMENT RENTAL	Rate
Acoustical Shell	\$138.33
Microphones (wired)	\$13.85
Microphones (cordless)	\$62.26
Pianos (9' concert grand)	\$125.92
Piano – Upright	\$89.97
Band Risers	\$15.19
3- step standing Choral risers	\$17.99
12K Projector (new 7/18)	\$175.00
Projector Screen	\$150.00
Follow Spot (per performance)	\$46.15
Fog/Haze machine	\$62.39

Not for profit organizations receive a 20% discount on standard space rates only. The Arts Center reserves the right to change or modify space rentals rates, service charges and personnel rates.

Service and personnel rates are subject to annual increases and are not restricted to any % cap negotiated in long term contracts signed for more than one year.

The Arts Center reserves the right to access additional reasonable fees for changes to event date(s) and /or equipment requested received less than 10 business days from your event.

Late Request Clause:

The Arts Center reserves the right to refuse and late requests relative to equipment, labor, rehearsal time, etc. which were not included in the original Production Request form (due 30 days prior to the event). Additionally, if the late request is granted the following provisions may be implemented.

Any and all discounts previously agreed upon by the contract, orally or in writing, may be reduced or voided. (i.e. NFP discount rates waived). If no discount exists, the Arts Center reserves the right to add \$250 or a 20% increase (whichever is larger) to any or all rental rates. Additional charges for labor at 1.5 times the hourly rental agreement rate may be imposed for any supplementary hours that the staff is required to accomplish these last-minute requests, and the production may incur an extra 25% upcharge for any equipment rented.

**IN-RESIDENCE ENSEMBLE RENEWAL OF AGREEMENT
ELGIN YOUTH SYMPHONY ORCHESTRA**

Recommendation

The administration recommends that the Board of Trustees approves renewal of an In-Residence Ensemble (IRE) agreement with Elgin Youth Symphony Orchestra, effective July 1, 2022 through June 30, 2025.



Dr. David Sam, President

Background

Elgin Youth Symphony Orchestra has requested renewal of its IRE agreement with Elgin Community College, effective July 1, 2022 through June 30, 2025. Over 350 students enroll each semester in performance-related programs, which are jointly offered as music courses by Elgin Community College and Elgin Youth Symphony Orchestra.

The Elgin Youth Symphony Orchestra (EYSO) has been an IRE since 2001. This group is a not-for-profit organization that provides opportunities for young musicians from age 7 to 25 in six ensembles. Participating students come from over sixty communities with diverse backgrounds. No qualified student is turned away due to financial need. The EYSO strives to build a community that supports and enriches each student's experience through a comprehensive curriculum and unique opportunities that have included guest conductors and performers, chamber music groups, and domestic and international tours.

Staff Contact: Dr. Peggy Heinrich, Vice President, Teaching, Learning and Student Development, 847-214-7635

ELGIN COMMUNITY COLLEGE IN-RESIDENCE ENSEMBLE AGREEMENT

This **AGREEMENT** entered into by and between **ELGIN YOUTH SYMphony ORCHESTRA** (further referred to as **IRE**) and **COMMUNITY COLLEGE DISTRICT NO. 509**, known as **ELGIN COMMUNITY COLLEGE** (further referred to as **ECC**) shall constitute the complete and total understanding of all requirements and obligations by **ECC** and by **ELGIN YOUTH SYMphony ORCHESTRA**, in the establishment and continuation of an **IN-RESIDENCE ENSEMBLE (IRE)**.

The commencement of this **Agreement** shall be on July 1, 2022 and shall expire on June 30, 2025. If not renewed in writing, this **Agreement** shall terminate on the date stated, or the end of the effective term.

Notwithstanding the foregoing, IRE retains the right to terminate this **Agreement** at any time, or because of a failure to resolve other issues concerning this **Agreement**.

ECC retains the right to terminate this **Agreement** at any time, or based upon its review of learning outcomes and performance standards assessment of IRE, and finding that such are unsatisfactory as to quality or efficacy in light of established ECC standards, or because of a failure to resolve other issues concerning this **Agreement**. Either party shall give written notice of any such termination of this **Agreement** to the other party, in accordance with the provisions of Paragraph 3(S) below, at least six (6) months prior to the termination of the **Agreement**; however, scheduled performances and classes already in progress as of the termination date shall continue under this **Agreement** until completion.

The mission and vision of ECC are:

- To improve people's lives through learning; and
- Our mission of encouraging learning by focusing all our efforts on making Elgin Community College one of the best centers of learning in the United States. In recognition of our role as a comprehensive community college, we will strive to create high-quality learning opportunities that respond to the needs of the residents of our district. As we work toward this Vision, our efforts will be guided by Shared Values of Excellence, Freedom of Inquiry, Equity, Ethical Practices, Accountability, Respect for Diversity and Community Engagement.

The stated purpose of the IRE is:

- To provide professional level performing experiences for ECC performing arts majors through the offering of apprenticeships, and/or to provide advanced level performance training opportunities for students under the age of 25; and
- To enhance the performing arts offerings to ECC students and enhance ECC efforts in the recruitment of performing arts majors.

1. ECC REQUIREMENTS FOR IN-RESIDENCE ENSEMBLES

In recognition of the above, IRE will conform to the following requirements:

- A. IRE shall work with the Senior Director of Performing Arts to develop and offer at least three (3) one semester classes per academic year. All class participants shall be registered as

students of ECC, and each class must have at least fifteen (15) registered students. Additional classes may be offered with the approval of the Senior Director of Performing Arts. IRE shall work with ECC staff to process student registrations as a batch.

~~i. Upon completion of batch registration processing, ECC shall submit to IRE an invoice to collect tuition and fees owed for each student participant. Individual students shall not be billed. IRE shall remit balance due within 30 days. Tuition Fee charges for all registered students shall be billed at the published ECC tuition rate per student.~~

X ii. ECC shall not charge, and neither IRE nor the enrolled students shall be required to pay any ECC tuition or course fees for any class developed and offered by the IRE.

- B. Students age 16 years or older will receive college credit for enrollment in performing arts college transfer courses. Students under 16 years old will be enrolled in a non-credit course and will receive no college credit, unless the student meets requirements outlined in Administrative Procedure 4.101 College Admission. Out-of-District students 16 years or older may elect to enroll in a college credit or a non-credit course.
- C. IRE shall work with the Senior Director of Performing Arts to create additional programs, performances, workshops and/or other unique educational opportunities for ECC students and residents of District 509 which support the philosophy and goals of ECC. Any increase in size or scope of an IRE program must be submitted in writing to and approved by the Senior Director of Performing Arts prior to increasing the size or scope. Any expansion to the program beyond its' current* size or scope may incur additional charges to the IRE as determined by the Senior Director of Performing Arts.
- D. IRE shall not create any on-campus programs, performances, workshops and/or other educational opportunities that compete directly with any past, present, or future programs, performances, workshops or other educational opportunities offered, or included in any plan of the Performing Arts Department adopted by ECC. This **Agreement** does not limit, or apply to other programming conducted outside of Elgin Community College.
- E. IRE shall employ a highly qualified paid professional artistic or program director of its own choosing, provided that such artistic or program director meets the qualifications specified in ECC Administrative Procedure 5.103. The artistic or program director shall comply with ECC registration and records procedures and utilize an established ECC e-mail account.
- F. IRE shall rent ECC Arts Center for at least three (3) events per year offering a range six (6) to nine (9) performances (two to three performances each date.) The Senior Director of Performing Arts has the final approval on matters or disputes regarding whether a performance or event meets the above-mentioned rental requirement. ECC will provide rehearsal and performance space, and technical, box office and front-of-house event support for all performances at standard not for-profit rental rates. Rental agreement and rates for fiscal year 2023 are attached as an addendum to this **Agreement**. Rental rates shall not increase by more than four percent (4%) annually for the duration of this **Agreement**. IRE will produce performances at its own expense and risk.

The parties further understand that IRE will need to undertake substantial planning and costs in order to ensure adequate advanced promotion of performances each fiscal year (July 1

through June 30). Accordingly, IRE shall submit requests for the next fiscal year's performance dates by August 1st of the current fiscal year. In response to such requests, ECC shall confirm the availability of facilities for such performances, and provide any approvals required by Senior Director of Performing Arts, no later than January 1st of the current fiscal year.

- G. IRE shall operate with a not-for-profit state charter and obtain/maintain IRS tax exempt status, under IRS Section 501(c)(3).
- H. IRE shall operate with its own United States Postal Service mailing permit.
- I. IRE shall employ a separate executive director and artistic or program director to provide professional management for its operations and programs.
- J. IRE shall list ECC prominently as a major sponsor in all sponsor acknowledgements, and as an "in-kind" sponsor of the IRE on all promotional materials, press releases, web pages and publications as follows:

ELGIN YOUTH SYMPHONY ORCHESTRA
An In-Residence Ensemble at the Elgin Community College Arts Center

- K. The Arts Center will receive one (1) full page of advertising in all IRE produced event program books or digital media.
- L. IRE will be solely responsible for its financial affairs. ECC will assume no responsibility for debts incurred by IRE. IRE may be required to provide ECC with annual audited financial statements, reviewed by an independent CPA, upon request from ECC.
- M. IRE shall continue to foster financial stability through means outside of the college.
- N. IRE shall provide thirty (30) tickets per season to the ECC president for the purpose of promoting ECC, the Arts Center and its programs.
- O. IRE shall offer the ECC Arts Center ticket office right of first refusal to sell tickets to IRE performances held off-campus but within District 509 boundaries, unless other contractual obligations prohibit such service provisions.
- P. IRE shall provide equal access and services to all participants and performers regardless of race, sex, religion, age, color, creed, national or ethnic origin, marital status, sexual orientation, gender identity, veteran's status, physical or mental disability, or any protected status under federal and/or state law.
- Q. IRE shall express concerns, issues or questions about other ECC Departments or college policies to ECC Arts Center staff members, and not directly to other ECC Departments or ECC personnel. Any and all concerns, issues or questions regarding sexual harassment, hostile work environment, or discrimination should be directed to the appropriate party or parties identified in the college's Administrative Procedures, and shall not be communicated directly to other ECC Departments or ECC personnel.

- R. IRE shall comply with all published policies and procedures of ECC, whether now or hereafter adopted, regarding ECC Arts Center or ECC programs and operations; however, ECC shall provide notice to IRE of any changes to such policy or procedures. Procedures are available and updated on the Elgin Community College internal website.
- S. IRE shall be responsible for creating an annual, detailed participant handbook and syllabus that meets IRE's stated mission and supports the learning outcomes established by ECC for courses offered under this **Agreement**. Failure to present a participant handbook and syllabus each year of this **Agreement** term, or if the handbook or syllabus fails to meet ECC approval, this contract will be null and void. ECC shall in all cases consult with IRE regarding any concerns, issues or questions about IRE's proposed participant handbook and syllabus before disapproving same, and IRE shall have the right to resolve within a reasonable time problem called to its attention by ECC. In the event that any such problem is not resolved, ECC shall then give prompt notice of final disapproval to IRE, in accordance with the requirements of Paragraph 3(S) below.
- T. The IRE artistic or program director shall participate in the development and assessment of learning outcomes and public performance standards for IRE classes as outlined by the Dean of Liberal, Visual and Performing Arts. These outcomes and standards will be used to evaluate the quality and efficacy of programs offered by IRE and sponsored by ECC.

2. ECC SUPPORT SERVICES AVAILABLE TO IRE

The following ECC services shall be and remain available to IRE,

~~— i.) through the expenditure of ECC funds as outlined in Section 4 of this contract, and may include:~~

X ii.) Provided IRE shall pay for such services at the rates generally charged for such services, included:

- A. Part-Time Instructional Salaries;
- B. Other Salaries (e.g. accompanist or non-credit course part-time instructor salary);
- C. Ticketing services;
- D. Public relations/informational services;
- E. Copying/printing services;
- F. Rehearsal and performance rental over and above scheduled class periods at the nonprofit rate;
- G. Supplies;
- H. ECC truck/van rental in accordance with ECC Administrative Procedure 3.704 Operation of College Vehicles.

3. ADDITIONAL PROVISIONS

- A. No partnership exists between these parties and neither party can act on behalf or in the absence of the other party as an agent for the other or assume any obligation for the other.
- B. If applicable, Elgin Community College shall notify IRE no later than September 15th of each fiscal year of this **Agreement** if ECC funds allocated for the following fiscal year shall be

reduced. ECC funds allocated to IRE for Fiscal Year 2023 (July 1, 2022 through June 30, 2023) are described in Section 4 of this **Agreement**.

- C. Upon request, and within five (5) business days, ECC shall provide IRE with financial statements reflecting status of ECC allotted funds and any monies held by ECC accruing to the benefit of IRE. IRE will be responsible for its own organizational 501(c)(3) budget.
- D. ECC shall provide shared office space, in an appropriate designated area, including local and long-distance telephone and fax service within District 509, Internet access on a designated network, and web-mail service relating to the business of the IRE. IRE shall provide for their own data security and shall comply with ECC Administrative Procedure Section 7.0 Information Technology.
- E. ECC shall provide classroom space as per an ECC performance class.
- F. ECC shall provide Liability Insurance in an amount not less than One Million Dollars, (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) per occurrence for all performances and rehearsals on ECC property, for acts or omissions occurring on its property, subject to immunities and defenses contained in State statutes.
- G. IRE shall provide Liability Insurance in an amount not less than One Million Dollars, (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) per occurrence for all performances and rehearsals on ECC property for any claim of negligent acts or omissions done by the IRE during performances and rehearsals on ECC property.
- H. ECC shall provide postage for ordinary class-related mailings, but will not provide postage for any operational or event promotion-related materials. IRE shall submit a sample of each class-related mailing to Senior Director of Performing Arts and Manager of Receiving, Records Retention, & Mail Operations for approval prior to mailing.
- I. ECC shall provide processing of IRE first-class mail and post office delivery of bulk mail with postage to be reimbursable by IRE at college rates and scheduled to coincide with and complement ECC production guidelines, with ECC not assuming any obligation with regard to services outside of the usual and customary capabilities of its services.
- J. IRE shall submit a mailing list and mailing checklist for all bulk mailings and a mailing form for all first class mailing to Elgin Community College Manager of Receiving, Records Retention & Mail Operations.
- K. ECC shall provide use of college-owned, regularly maintained and tuned musical instruments, chairs, music stands, podiums and audio/visual equipment when available.
- L. IRE agrees to indemnify and hold harmless Elgin Community College from any liability, claim, demand, judgment and costs (including reasonable attorney's fees,) arising out of or in connection with the IRE's use of ECC's trucks/vans and/or ECC's property, both real and personal.
- M. Upon prior approval from the Senior Director of Performing Arts, IRE may use ECC Marketing Services Department per Section 2 for print shop services such as printing and copying. Costs

and schedules associated with print shop services are subject to change and should be confirmed with an ECC Marketing Services representative prior to commencing any print shop services.

- N. It is understood and agreed that ECC may utilize IRE brochures, posters, logos, trade names and promotional materials for advertisement of IRE programs, performances, and class opportunities and to describe ECC's programs and cooperation with community arts activities to the residents of the District.
- O. IRE shall submit all news releases and promotional material to the Senior Director of Performing Arts for approval of that portion relating to ECC programs, classes or other activities that will occur on ECC property or any material using ECC logos or ECC's name, prior to printing and /or dissemination.
- P. Any profits generated from a performance, after IRE performance costs have been paid, shall belong exclusively to IRE and shall be paid by check from ECC to IRE within forty-five (45) days of the date of the performance.
- Q. IRE shall name ECC as an additional insured on all liability policies as applicable. Certificates of Insurance shall be provided to ECC within ten (10) business days, upon request.
- R. Both parties acknowledge and agree that each is an Affirmative Action/Equal Opportunity Employer and each does not discriminate against any employee or service provider because of race, sex, religion, age, color, creed, national or ethnic origin, marital status, sexual orientation, gender identity, veteran's status, physical or mental disability, or any protected status under federal and/or state law.
- S. All notices, requests, demands or other communications shall be required or permitted hereunder, shall be in writing, shall reference this **Agreement** and shall be deemed given: (a) when delivered personally; (b) two (2) business days after deposit with an express overnight courier, with written confirmation of receipt; or (c) five (5) business days after having been sent by certified or registered mail, return receipt requested, postage prepaid. All such notices, requests, demands or other communications shall be delivered or sent to the addresses set forth below:

Elgin Youth Symphony Orchestra
60 S. Grove Ave. Ste. 2
Elgin, IL. 60120
Attn: Executive Director

Elgin Community College
1700 Spartan Drive
Elgin, IL. 60123
Attn: Dr. David A. Sam, PhD, JD, LLM,
College President

- T. Nothing herein shall be construed as an express or implied waiver, relinquishment or release of any common law or statutory privileges and/or immunities of ECC or any of its Trustees, officers, employees, attorneys, volunteers or agents, including without limitation those privileges and immunities existing under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et.seq.
- U. This **Agreement** shall be governed and construed in accordance with the Constitution and laws of the State of Illinois. It is the intent of the parties that arbitration or mediation shall not be a remedy or prerequisite required by this **Agreement**, and any reference to "arbitration" or

"mediation" contained in this **Agreement** is void and of no legal effect. The parties waive any right to demand a trial by jury and agree that litigation arising from this **Agreement** shall be heard only by a Judge sitting without a jury in Kane County, Illinois regardless of the place of business or residence of the IRE. The parties agree that this venue is convenient for all parties involved. In the event of any litigation, the prevailing party shall have the right to recover its reasonable attorney's fees and costs.

- V. In order to maintain a safe and productive educational environment, IRE's Executive Director and Artistic or Program Director(s) shall consent to and pass a background investigation conducted by ECC's Human Resource Department prior to employment.

4. BUDGET ALLOCATION:

Per Section 2, ECC funds

~~are allocated to IRE for FY 2020 and shall be:~~

X are NOT ALLOCATED to IRE.

Part-time Instructional Salaries	\$	0.00
Summer School Faculty		0.00
Other Salaries (e.g. accompanist or non-credit course part-time instructor salary)*	\$	0.00
Instructional Supplies		0.00
Other Contractual Services	\$	0.00
Copying and Printing	\$	0.00
Repairs, materials and supplies		0.00
Facilities Rental*	\$	0.00
In-State travel (Van/Truck Rental)*		0.00
Total		0.00

* Must be spent on ECC services or through ECC payroll. Full and Part-time Faculty and Other Salaries budget amounts contingent upon IRE offering nine (9) sections per year.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their signatures in assent to this **Agreement** as of this _____ day of _____ 2022.

ELGIN YOUTH SYMPHONY
ORCHESTRA

ELGIN COMMUNITY COLLEGE

(Authorized Official Signature)

College President
Community College District 509, Counties of Kane,
Cook, DuPage, McHenry and DeKalb, and State of Title
Illinois, commonly known as Elgin Community College

Address:
60 S. Grove Ave Ste. 2
Elgin, IL 60120

Address:
1700 Spartan Drive
Elgin, IL 60123

ADDENDUM
Arts Center Rental Rates FY23
Prices valid July 1, 2022 – June 30, 2022

SPACE RENTAL RATES	Blizzard Theatre (662 Seats)	Second Space Theatre (162 seats)
Performance Block (3hrs)	\$860.93	\$325.76
Each Additional Performance hrs.	\$236.13	\$86.00
Same Day 2 nd performance block	\$645.69	\$265.47
Rehearsal, set-up & strike hourly rate	\$139.72	\$65.20

H142 - Recital Hall per hour	\$48.41
H122 – Choral Rehearsal per hour	\$48.41
H123 – Instrumental Rehearsal per hour	\$48.41
H245 – Drama/Dance Studio per hour	\$48.41
All other Arts Center classrooms per hour	\$31.98

SERVICE and PERSONNEL RATES	Fee
Box Office Tickets Presale (per event)	\$483.59
Ticket sock (per ticket, consignment only)	\$0.05
Piano Tuning (at prevailing rates)	\$110.00

	Hourly Rates
Ticket Agent	\$21.89
House Manager	\$21.47
Head Usher	\$16.48
Technicians	\$32.45
Event Coordinator	\$34.76
Scene Shop Foreman	\$39.35
Production Manager	\$39.35
Maintenance Staff	\$25.24

EQUIPMENT RENTAL	Rate
Acoustical Shell	\$138.33
Microphones (wired)	\$13.85
Microphones (cordless)	\$62.26
Pianos (9' concert grand)	\$125.92
Piano – Upright	\$89.97
Band Risers	\$15.19
3- step standing Choral risers	\$17.99
12K Projector (new 7/18)	\$175.00
Projector Screen	\$150.00
Follow Spot (per performance)	\$46.15
Fog/Haze machine	\$62.39

Not for profit organizations receive a 20% discount on standard space rates only. The Arts Center reserves the right to change or modify space rentals rates, service charges and personnel rates.

Service and personnel rates are subject to annual increases and are not restricted to any % cap negotiated in long term contracts signed for more than one year.

The Arts Center reserves the right to access additional reasonable fees for changes to event date(s) and /or equipment requested received less than 10 business days from your event.

Late Request Clause:

The Arts Center reserves the right to refuse and late requests relative to equipment, labor, rehearsal time, etc. which were not included in the original Production Request form (due 30 days prior to the event). Additionally, if the late request is granted the following provisions may be implemented.

Any and all discounts previously agreed upon by the contract, orally or in writing, may be reduced or voided. (i.e. NFP discount rates waived). If no discount exists, the Arts Center reserves the right to add \$250 or a 20% increase (whichever is larger) to any or all rental rates. Additional charges for labor at 1.5 times the hourly rental agreement rate may be imposed for any supplementary hours that the staff is required to accomplish these last-minute requests, and the production may incur an extra 25% upcharge for any equipment rented.

**IN-RESIDENCE ENSEMBLE RENEWAL OF AGREEMENT
HAMILTON WINGS**

Recommendation

The administration recommends that the Board of Trustees approves renewal of an In-Residence Ensemble (IRE) agreement with Hamilton Wings, effective July 1, 2022 through June 30, 2025.



Dr. David Sam, President

Background

Hamilton Wings has requested renewal of its IRE agreement with Elgin Community College, effective July 1, 2022, through June 30, 2025. Enrolling approximately 75 students each semester in classes offered jointly with Elgin Community College, the enrichment program uses arts-immersion activities to promote leadership, self-development, and academic readiness among youth in the community of school District U-46.

The Hamilton Wings organization is a not-for-profit organization providing performance opportunities for area residents with programs targeting diverse, economically and/or socially disadvantaged children aged 6-17, who have limited access to arts and enrichment programs at school and at home. Involving student, teacher and parent education, this group's innovative program, *Students Creating Opera to Reinforce Education* (SCORE), allows students to spend nearly a year creating an original opera which is then performed by the students themselves. This program offers youth and their families opportunities for meaningful, creative, non-traditional learning and it promotes participation by children and families in the area's rich cultural resources.

Staff Contact: Dr. Peggy Heinrich, Vice President, Teaching, Learning and Student Development, 847-214-7635

ELGIN COMMUNITY COLLEGE IN-RESIDENCE ENSEMBLE AGREEMENT

This **AGREEMENT** entered into by and between **HAMILTON WINGS** (further referred to as **IRE**) and **COMMUNITY COLLEGE DISTRICT NO. 509**, as **ELGIN COMMUNITY COLLEGE** (further referred to as **ECC**) shall constitute the complete and total understanding of all requirements and obligations by **ECC** and by **HAMILTON WINGS**, in the establishment and continuation of an **IN-RESIDENCE ENSEMBLE (IRE)**.

The commencement of this **Agreement** shall be on July 1 2022, and shall expire on June 30 2025 if not renewed in writing, this **Agreement** shall terminate on the date stated, or the end of the effective term.

Notwithstanding the foregoing, IRE retains the right to terminate this **Agreement** at any time, or because of a failure to resolve other issues concerning this **Agreement**.

ECC retains the right to terminate this **Agreement** at any time, or based upon its review of learning outcomes and performance standards assessment of IRE, and finding that such are unsatisfactory as to quality or efficacy in light of established ECC standards, or because of a failure to resolve other issues concerning this **Agreement**. Either party shall give written notice of any such termination of this **Agreement** to the other party, in accordance with the provisions of Paragraph 3(S) below, at least six (6) months prior to the termination of the **Agreement**; however, scheduled performances and classes already in progress as of the termination date shall continue under this **Agreement** until completion.

The mission and vision of ECC are:

- To improve people's lives through learning; and
- Our mission of encouraging learning by focusing all our efforts on making Elgin Community College one of the best centers of learning in the United States. In recognition of our role as a comprehensive community college, we will strive to create high-quality learning opportunities that respond to the needs of the residents of our district. As we work toward this Vision, our efforts will be guided by Shared Values of Excellence, Freedom of Inquiry, Equity, Ethical Practices, Accountability, Respect for Diversity and Community Engagement.

The stated purpose of the IRE is:

- To promote leadership development and academic readiness of socially and/or economically challenged children through the use of, and access to, the arts;
- To introduce families to Elgin Community College as an educational and community resource; and
- To enhance the performing arts offerings to ECC students and enhance ECC efforts in the recruitment of performing arts majors.

1. ECC REOUIREMENTS FOR IN-RESIDENCE ENSEMBLES

In recognition of the above, IRE will conform to the following requirements:

- A. IRE shall work with the Senior Director of Performing Arts to develop and offer at least three (3) one semester classes per academic year. All class participants shall be registered as students of ECC, and each class must have at least twenty (20) registered students. Additional classes may be offered with the approval of the Senior Director of Performing Arts. IRE shall work with ECC staff to process student registrations as a batch.

X i. Upon completion of batch registration processing, ECC shall submit to IRE an invoice to collect tuition and fees owed for each student participant. Individual students shall not be billed. IRE shall remit balance due within thirty (30) days. Tuition Fee charges for all registered students shall be billed at the published ECC tuition rate per student.

~~ii. ECC shall not charge, and neither IRE nor the enrolled students shall be required to pay any ECC tuition or course fees for any class developed and offered by the IRE~~

- B. Students age 16 years or older will receive college credit for enrollment in performing arts college transfer courses. Students under 16 years old will be enrolled in a non-credit course and will receive no college credit, unless the student meets requirements outlined in Administrative Procedure 4.101 College Admission. Out-of-District students 16 years or older may elect to enroll in a college credit or a non-credit course.
- C. IRE shall work with the Senior Director of Performing Arts to create additional programs, performances, workshops and/or other unique educational opportunities for ECC students and residents of District 509 which support the philosophy and goals of ECC. Any increase in size or scope of an IRE program must be submitted in writing to and approved by the Senior Director of Performing Arts prior to increasing the size or scope. Any expansion beyond its' current size or scope may incur additional charges to the IRE as determined by the Senior Director of Performing Arts.
- D. IRE shall not create any on-campus programs, performances, workshops and/or other educational opportunities that compete directly with any past, present, or future programs, performances, workshops or other educational opportunities offered, or included in any plan of the Performing Arts Department adopted by ECC. This **Agreement** does not limit, or apply to other programming outside Elgin Community College.
- E. IRE shall employ a highly qualified paid artistic or program director of its own choosing, provided that such artistic or program director meets the qualifications specified in ECC Administrative Procedure 5.103. The artistic or program director shall comply with ECC registration and records procedures and utilize an established ECC e-mail account.
- F. IRE shall rent ECC Arts Center for at least one (1) event, per year offering two (2) public performances annually. The Senior Director of Performing Arts has the final prior approval on matters or disputes regarding whether a performance or event meets

the above-mentioned rental requirement. ECC will provide rehearsal and performance space, and technical, box office and front-of-house event support for all performances at standard not-for-profit rental rates. Rental agreement and rates for fiscal year 2023 are attached as an addendum to this Agreement. Rental rates shall not increase by more than four percent (4%) annually for the duration of this Agreement, IRE will produce performances at its own expense and risk.

The parties further understand that IRE will need to undertake substantial planning and costs in order to ensure adequate advanced promotion of performances each fiscal year (July 1 through June 30). Accordingly, IRE shall submit requests for the next fiscal year's performance dates by August 1st of the current fiscal year. In response to such requests, ECC shall confirm the availability of facilities for such performances, and provide any approvals required by Senior Director of Performing Arts, no later than January 1st of the current fiscal year.

- G. IRE shall operate with a not-for-profit state charter and obtain/maintain IRS tax exempt status, under IRS Section.
- H. IRE shall operate with its own United States Postal Service mailing permit.
- I. IRE shall employ a separate executive director and artistic or program director to provide professional management for its operations and programs.
- J. IRE shall list ECC prominently as a major sponsor in all sponsor acknowledgements, and as an "in-kind" sponsor of the IRE on all promotional materials, press releases, web pages and publications as follows:

HAMILTON WINGS
An In-Residence Ensemble at the Elgin Community College Arts
Center

- K. The Arts Center will receive one (1) full page of advertising in IRE produced event program books or digital media.
- L. IRE will be solely responsible for its financial affairs. ECC will assume no responsibility for debts incurred by IRE. IRE may be required to provide ECC with annual audited financial statements, reviewed by an independent CPA, upon request from ECC.
- M. IRE shall continue to foster financial stability through means outside of the college.
- N. IRE shall provide thirty (30) tickets per season to the ECC president for the purpose of promoting ECC, the Arts Center and its programs.

- O. IRE shall offer the ECC Arts Center ticket office right of first refusal to sell tickets to IRE performances held off-campus but within District 509 boundaries, unless other contractual obligations prohibit such service provisions.
- P. IRE shall provide equal access and services to all participants and performers regardless of race, sex, religion, age, color, creed, national or ethnic origin, marital status, sexual orientation, gender identity, veteran's status, physical or mental disability, or any protected status under federal and/or state law.
- Q. IRE shall express concerns, issues or questions about other ECC Departments or college policies to ECC Arts Center staff members, and not directly to other ECC Departments or ECC personnel. Any and all concerns, issues or questions regarding sexual harassment, hostile work environment, or discrimination should be directed to the appropriate party or parties identified in the college's Administrative Procedures, and shall not be communicated directly to other ECC Departments or ECC personnel.
- R. IRE shall comply with all published policies and procedures of ECC, whether now or hereafter adopted, regarding ECC Arts Center or ECC programs and operations; however, ECC shall provide notice to IRE of any changes to such policy or procedures. Procedures are available and updated on the Elgin Community College internal website.
- S. IRE shall be responsible for creating an annual, detailed participant handbook and syllabus that meets IRE's stated mission and supports the learning outcomes established by ECC for courses offered under this **Agreement**. Failure to present a participant handbook and syllabus each year of this Agreement term, or if the handbook or syllabus fails to meet ECC approval, this contract will be considered null and void. ECC shall in all cases consult with IRE regarding any concerns, issues or questions about IRE's proposed handbook or syllabus before disapproving same, and IRE shall have the right to resolve within a reasonable time any problem called to its attention by ECC. In the event that any such problem is not resolved, ECC shall then give prompt notice of final disapproval to IRE, in accordance with the requirements of Paragraph 3(S) below.
- T. The IRE artistic or program director shall participate in the development and assessment of learning outcomes and public performance standards for IRE classes as outlined by the Dean of Liberal, Visual and Performing Arts. These outcomes and standards will be used to evaluate the quality and efficacy of programs offered by IRE and sponsored by ECC.

2. ECC SUPPORT SERVICES AVAILABLE TO IRE

The following ECC services shall be and remain available to IRE,

& i.) through the expenditure of ECC funds as outlined in Section 4 of this contract, and may include:

~~ii.) provided IRE shall pay for such services at the rates generally charged for such services, included.~~

- A. Part-Time Instructional Salaries;
- B. Other Salaries (e.g. accompanist or non-credit course part-time instructor salary);
- C. Ticketing services;
- D. Public relations/informational services;
- E. Copying/printing services;
- F. Rehearsal and performance rental over and above scheduled class periods at the nonprofit rate;
- G. Supplies; and
- H. ECC truck/van rental in accordance with ECC Administrative Procedure 3.704 Operation of College Vehicles.

3. **ADDITIONAL PROVISIONS**

- A. No partnership exists between these parties and neither party can act on behalf or in the absence of the other party as an agent for the other or assume any obligation for the other.
- B. If applicable, Elgin Community College shall notify IRE no later than September 15th of each fiscal year of this Agreement if ECC funds allocated for the following fiscal year shall be reduced. ECC funds allocated to IRE for Fiscal Year 2023 (July 1, 2022 through June 30, 2023) are described in Section 4 of this Agreement.
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sample of each class-related mailing to Senior Director of Performing Arts and Manager of Receiving, Records Retention, & Mail Operations for approval prior to mailing.

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- J. IRE shall submit a mailing list and mailing check list for all bulk mailings and a mailing form for all first class mailing to Elgin Community College Manager of Receiving, Records Retention, & Mail Operations.
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- L. IRE agrees to indemnify and hold harmless Elgin Community College from any liability, claim, demand, judgment and costs (including reasonable attorney's fees,) arising out of or in connection with the IRE's use of ECCs trucks/vans and/or ECCs property, both real and personal.
- M. Upon prior approval from the Senior Director of Performing Arts, IRE may use ECC Marketing Services Department per Section 2 for print shop services such as printing and copying. Costs and schedules associated with print shop services are subject to change and should be confirmed with an ECC Marketing Services representative prior to commencing any print shop services.
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- Q. IRE shall name ECC as an additional insured on all liability policies as applicable. Certificates of Insurance shall be provided to ECC within ten (10) business days, upon request.

- R. Both parties acknowledge and agree that each is an Affirmative Action/Equal Opportunity Employer and each does not discriminate against any employee or service provider because of race, sex, religion, age, color, creed, national or ethnic origin, marital status, sexual orientation, gender identity, veteran's status, physical or mental disability, or any protected status under federal and/or state law.
- S. All notices, requests, demands or other communications shall be required or permitted hereunder, shall be in writing, shall reference this **Agreement** and shall be deemed given: (a) when delivered personally; (b) two (2) business days after deposit with an express overnight courier, with written confirmation of receipt; or (c) five (5) business days after having been sent by certified or registered mail, return receipt requested, postage prepaid. All such notices, requests, demands or other communications shall be delivered or sent to the addresses set forth below:
- | | |
|--------------------------|--|
| Hamilton Wings | Elgin Community College |
| 14 Crescent St. | 1700 Spartan Drive |
| Elgin, IL. 60123 | Elgin, IL, 60123 |
| Attn: Executive Director | Attn: Dr. David A. Sam, PhD, JD, LLM,
College President |
- T. Nothing herein shall be construed as an express or implied waiver, relinquishment or release of any common law or statutory privileges and/or immunities of ECC or any of its Trustees, officers, employees, atomics, volunteers or agents, including without limitation those privileges and immunities existing under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et. seq.
- U. This **Agreement** shall be governed and construed in accordance with the Constitution and laws of the State of Illinois. It is the intent of the parties that arbitration or mediation shall not be a remedy or prerequisite required by this Agreement, and any reference to "arbitration" or "mediation" contained in this **Agreement** is void and of no legal effect. The parties waive any right to demand a trial by jury and agree that litigation arising from this **Agreement** shall be heard only by a Judge sitting without a jury in Kane County, Illinois regardless of the place of business or residence of the IRE. The parties agree that this venue is convenient for all parties involved. In the event of any litigation, the prevailing party shall have the right to recover its reasonable attorney's fees and costs.
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4. BUDGET ALLOCATION:

Per Section 2, ECC funds

X are allocated to IRE for FY 2023 and shall be:

~~are NOT ALLOCATED to IRE.~~

Part-time Instructional Salaries	\$ \$ 23, 708.00
Summer School Faculty	\$8,785.00
Other Salaries (e.g. accompanist or non-credit course part-time instructor salary)*	\$ 2,077.00
Instructional Supplies	\$ 588.00
Other Contractual Services	\$ 569.00
Printing, Production *	\$ 966.00
Repairs, materials and supplies	\$ 150.00
Facilities Rental*	\$ 12,515.00
In-State travel (Van/Truck Rental)*	0.00
Total	

\$49,358.00* Must be spent on ECC services or through ECC payroll. Full and Part-time Faculty and Other Salaries budget amounts contingent upon IRE offering 9 sections per year.

Hamilton Wings course fee enrollment will be reduced by 50% for up to 60 students per semester annually.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives, set their signatures in assent to this **Agreement** as of this _____ day of _____ 2022.

HAMILTON WINGS

ELGIN COMMUNITY COLLEGE

(Authorized Official Signature)

Title

Address:
14 Crescent St
Elgin, IL 60123

College President
Community College District 509, Counties of Kane,
Cook, DuPage, McHenry and DeKalb, and State of
Illinois commonly known as Elgin Community
College
Address:
1700 Spartan Drive
Elgin, IL 60123

ADDENDUM
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Acoustical Shell	\$138.33
Microphones (wired)	\$13.85
Microphones (cordless)	\$62.26
Pianos (9' concert grand)	\$125.92
Piano – Upright	\$89.97
Band Risers	\$15.19
3- step standing Choral risers	\$17.99
12K Projector (new 7/18)	\$175.00
Projector Screen	\$150.00
Follow Spot (per performance)	\$46.15
Fog/Haze machine	\$62.39

Not for profit organizations receive a 20% discount on standard space rates only. The Arts Center reserves the right to change or modify pace rentals rates, service charges and personnel rates.

Service and personnel rates are subject to annual increases and are not restricted to any % cap negotiated in long term contracts signed for more than one year.
The Arts Center reserves the right to access additional reasonable fees for changes to event date(s) and /or equipment requested received less than 10 business days from your event.

Late Request Clause:

The Arts Center reserves the right to refuse and late requests relative to equipment, labor, rehearsal time, etc. which were not included in the original Production Request form (due 30 days prior to the event). Additionally, if the late request is granted the following provisions may be implemented.

Any and all discounts previously agreed upon by the contract, orally or in writing, may be reduced or voided. (i.e. NFP discount rates waived). If no discount exists, the Arts Center reserves the right to add \$250 or a 20% increase (whichever is larger) to any or all rental rates. Additional charges for labor at 1.5 times the hourly rental agreement rate may be imposed for any supplementary hours that the staff is required to accomplish these last-minute requests, and the production may incur an extra 25% upcharge for any equipment rented.

**INTERGOVERNMENTAL AGREEMENT KANE COUNTY WORKFORCE
INVESTMENT BOARD WIOA ADULT AND DISLOCATED WORKER**

Recommendation

The administration recommends that the Board of Trustees approves an Intergovernmental Agreement with the Kane County Workforce Investment Board effective July 1, 2022 – June 30, 2023.



Dr. David Sam, President

Background

This is an intergovernmental agreement between Elgin Community College and Kane County Workforce Investment Board. This agreement outlines the process and responsibilities of each institution in order to collaboratively offer WIOA services to adults who are unemployed or underemployed. This allows ECC to employ devoted staff who will recruit and support eligible community members from unemployment through training and on to employment. Funds are also included to support the development and offering of noncredit courses that meet the needs of local businesses to allow for a smooth transition into high demand positions in our district.

Staff Contact: Dr. Peggy Heinrich, Vice President, Teaching, Learning and Student
Development, 847-214-7363

INTERGOVERNMENTAL AGREEMENT
Adult and Dislocated Worker Training Services
Workforce Innovation and Opportunity Act (WIOA)

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between ELGIN COMMUNITY COLLEGE, an Illinois public community college ("ECC"), and KANE COUNTY, a body corporate and politic (the "COUNTY"), which are collectively known as "the parties."

WITNESSETH:

WHEREAS, the COUNTY receives formula allocations of Adult and Dislocated Worker funding from the United States Government under Title I of the Workforce Innovation and Opportunity Act of 2014 (herein referred to as "WIOA"), Public Law 113-128; and

WHEREAS, the COUNTY conducted preliminary conversations with the three (3) community colleges that serve the local workforce area, ECC, Kishwaukee College and Waubesa Community College (herein referred to as "Consortium"), to explore intentional partnerships that would connect WIOA eligible Adults and Dislocated Workers with credentialed training options;

WHEREAS, the COUNTY, subsequently determined it to be in its best interest to establish expanded and accelerated class-sized and/or cohort training offerings specifically for WIOA eligible Adult and Dislocated Workers; and

WHEREAS, ECC has the qualifications, experience and capacity necessary to provide said training services along with corresponding support elements; and

WHEREAS, the COUNTY, as authorized by the local Workforce Development Board, desires to acquire training programming and classes from ECC in career areas that are in-demand and approved on the WIOA eligible training provider list (ETPL); and

WHEREAS, units of local government have had conferred upon them the following powers by Article VII, Section 10(a) of the 1970 Constitution of the State of Illinois:

"Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities;" and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), enacted by the State of Illinois provides in part as follows:

"Section 3. Intergovernmental cooperation. Any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly

with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law.”

“Section 5. Intergovernmental contracts. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties;” and

WHEREAS, ECC and the Consortium are body politics and corporate that are created and governed by the Illinois Public Community College Act (known as “IPCCA”)[110 ILCS 805/1 et.seq.].

WHEREAS, the parties to this Agreement have had conferred upon them the exercise of powers authorized in Chapter 65 of the Illinois Compiled Statutes (known as the “Illinois Municipal Code”), and Chapter 55 of the Illinois Compiled Statutes (known as the “Illinois Counties Code”).

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between ECC and the COUNTY as follows:

1. **INCORPORATION OF RECITALS**

The recitals set forth above are hereby incorporated into this Agreement in their entirety as though fully set forth herein.

2. **SCOPE OF SERVICES**

The purpose of this agreement is to define the relationship between ECC and the COUNTY, including delineating the responsibilities of both parties and the training services to be provided by ECC as outlined in Attachment A, “Scope of Training Services” (hereinafter referred to as the “SERVICES”).

3. **WORK PRODUCTS**

All work products except for (1) all records exempt from the Illinois Open Meetings Act and the Illinois Freedom of Information Act, (2) educational records under the Illinois School Student Records Act and the Family Educational Rights and Privacy Act (“FERPA”) and (3) curriculum and educational materials prepared by ECC pursuant hereto including, but not limited to, reports, studies, plans, and recommendations shall be the property of the COUNTY and shall be delivered to the COUNTY, in both hard and electronic formats. ECC may retain copies of such work products for its records and perpetual and unlimited use for educational purposes.

4. **PAYMENTS TO THE COLLEGE**

- A. The COUNTY shall make monthly payments to ECC for training services provided under this Agreement according to the budget established in Attachment B, "Budget for Program Year 2022 Training Services." The payments made to ECC for each element of the SERVICES identified in Attachment B shall not exceed the amounts budgeted for those elements.
- B. The total of all payments made by the COUNTY to ECC for SERVICES provided under this Agreement shall not exceed **\$499,700.00.** unless modifications to the SERVICES are authorized in writing by the COUNTY and ECC by way of written amendment to this Agreement.
- C. Additional services provided by ECC which are not described herein require prior written approval of the COUNTY and shall be compensated according to terms agreed upon in such written approval.
- D. The Federal Awards associated with this contract is as follows:

CFDA#:	17.278
CFDA Title:	WIOA Dislocated Worker Activities
Award #:	AA-30732-18-55-A-17
Federal Awarding Agency:	Department of Labor

CFDA#:	17.258
CFDA Title:	WIOA Adult Program
Award #:	AA-30732-18-55-A-17
Federal Awarding Agency:	Department of Labor

5. **INVOICES**

- A. ECC shall submit invoices monthly in a format approved by the COUNTY. ECC shall provide the COUNTY with progress reports as requested with submission of invoices. Invoices shall be submitted no later than the fifteenth (15th) day after the last day of the month.
- B. The final invoice for the 2022-2023 term SERVICES must be submitted by July 20, 2023. This includes any final reconciliation and expense requests for allowable costs.
- C. ECC shall maintain records documenting participant attendance and training hours/sessions delivered throughout the duration and for completion of SERVICES. ECC shall permit representatives of the COUNTY to inspect and audit all data and records of ECC for work performed under this Agreement, excluding (1) all records exempt from the Illinois Open Meetings Act and the Illinois Freedom of Information Act, and (2) educational records under the Illinois School Student Records Act and the Family Educational Rights and Privacy Act ("FERPA").

- D. In the event ECC is paid for costs determined as not allowed, the COUNTY may deduct any overpayment from future allowable cost reimbursements made to ECC.

6. **TERM OF AGREEMENT**

The term of this Agreement shall commence and be effective from July 1, 2022 to June 30, 2023 and, unless terminated for cause or pursuant to Article 7 herein, or until the date the SERVICES are completed, whichever is later. Further, the Agreement shall be subject to a renewal for subsequent one-year periods, based on the availability of funds, demand for services, and overall performance. Additionally, the COUNTY and ECC reserve the right to renegotiate the scope of SERVICES to meet the service delivery needs that emerge and/or change based on local job seeker skill necessities.

7. **TERMINATION OF AGREEMENT**

Notwithstanding any other provision hereof, ECC or the COUNTY may terminate this Agreement at any time upon ninety (90) days' written notice. In the event this Agreement is so terminated, ECC shall be paid for services provided prior to termination, consistent with the terms set forth under Article 3.

8. **NOTICE OF CLAIM**

If ECC wishes to make a claim for additional compensation as a result of action taken by the COUNTY, ECC shall give written notice of this claim to the COUNTY within fifteen (15) days after occurrence of such action. No claim for additional compensation shall be valid unless so made. Any changes in ECC's fee shall be valid only to the extent that the COUNTY and ECC agree to such changes in writing. Regardless of the decision of the COUNTY relative to a claim submitted by ECC, all work required under this Agreement, as determined by the COUNTY, shall proceed without interruption.

9. **BREACH OF CONTRACT**

If any party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other parties have the right to seek such administrative, contractual or legal remedies as may be suitable to the violation or breach; and, in addition, if any party, by reason of any default, fails within fifteen (15) days after notice thereof by another party to comply with the conditions of the Agreement, the party having provided such notice may terminate this Agreement.

10. **NO PERSONAL LIABILITY**

No official, director, officer, agent or employee of the COUNTY or ECC shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

11. **INDEMNIFICATION**

To the fullest extent permitted by law, ECC agrees to and shall indemnify, defend and hold harmless the COUNTY, its officers, employees, agents, boards and commissions from and against

any and all claims, suits, judgments, costs, losses, attorneys' fees, damages or other relief, including, but not limited to, workers compensation claims, in any way resulting from or arising out of negligent actions or omissions of ECC in connection herewith, including negligence or omissions of employees or agents of ECC arising out of the performance of this Agreement. In the event of any action against the COUNTY, its officers, employees, agents, boards or commissions, covered by the foregoing duty to indemnify, defend and hold harmless such action shall be defended by legal counsel of the COUNTY's choosing. The COUNTY shall each be entitled to its own counsel. The provisions of this paragraph shall survive the completion and any termination and/or expiration of this agreement.

To the fullest extent permitted by law, the COUNTY agrees to and shall indemnify, defend and hold harmless ECC, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, losses, attorneys' fees, damages or other relief, including, but not limited to, workers compensation claims, in any way resulting from or arising out of negligent actions or omissions of the COUNTY in connection herewith, including negligence or omissions of employees or agents of the COUNTY arising out of the performance of this Agreement.

In the event of any action against ECC, its officers, employees, agents, boards or commissions, covered by the foregoing duty to indemnify, defend and hold harmless such action shall be defended by legal counsel of the ECC's choosing. ECC shall each be entitled to its own counsel. The provisions of this paragraph shall survive the completion and any termination and/or expiration of this agreement.

12. **INSURANCE**

- A. **Comprehensive Liability.** ECC shall provide, pay for and maintain in effect, during the term of this Agreement, a policy of comprehensive general liability insurance written in occurrence form with limits of at least \$2,000,000 aggregate for bodily injury and \$1,000,000 aggregate for property damage.

ECC shall deliver to the COUNTY a Certificate of Insurance naming the COUNTY as additional insured. The policy shall not be modified or terminated without thirty (30) days prior written notice to the COUNTY.

The Certificate of Insurance shall include contractual obligation assumed by the ECC under Article 10, entitled "Indemnification."

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the COUNTY. There shall be no endorsement or modification of this insurance to make it excess over other available insurance, alternatively, if the insurance states that it is excess or prorated, it shall be endorsed to be primary with respect to the COUNTY.

- B. **Comprehensive Automobile Liability.** Comprehensive Automobile Liability Insurance written in occurrence form covering all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for damage to property.
- C. **Combined Single Limit Policy.** The requirements for insurance coverage for the general liability and auto exposures may be met with a combined single limit of \$1,000,000 per occurrence subject to a \$2,000,000 aggregate.

13. **NONDISCRIMINATION**

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the COUNTY or ECC.

14. **ASSIGNMENT AND SUCCESSORS**

This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment should be made without the prior written consent of the other party.

15. **DELEGATIONS AND SUBCONTRACTORS**

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Agreement and each party shall remain liable to the other party with respect to each and every item, condition and other provision hereof to the same extent that a party would have been obligated to perform its obligations under this Agreement itself and no assignment, delegation or subcontract had been made. The use of any proposed subcontractor by a party shall require the other party's advanced written approval.

16. **NO CO-PARTNERSHIP OR AGENCY**

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto.

17. **SEVERABILITY**

The parties intend and agreed that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

18. **HEADINGS**

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any

manner the terms and provisions hereof or the interpretation or construction thereof.

19. **MODIFICATION OR AMENDMENT**

This Agreement and its attachments constitute the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other parties unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

20. **APPLICABLE LAW**

- A. This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this agreement shall be in the Circuit Court of Kane County, Illinois.
- B. This agreement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 et seq. (the "Uniform Requirements"), which supersedes those federal Office of Management and Budget ("OMB") guidance documents and regulations specified at 2 CFR 200.104 (the "OMB Circulars"). All references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements. Any specific exceptions to the Uniform Requirements adopted by USDOL may be found at 2 C.F.R. Sections 2900.1-2900.22.
- C. The parties shall comply with the following:
 - a. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity;
 - b. Title VI of the Civil Rights Act of 1964, as amended, prohibiting discrimination on the bases of race, color, and national origin;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, prohibiting discrimination against qualified individuals with disabilities;
 - d. Age discrimination in Employment Act of 1975, as amended, prohibiting discrimination on the basis of age;
 - e. Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of sex in educational programs;
 - f. Illinois Human Right Act, as amended; Civil Rights Restoration Act of 1987; Americans with Disabilities Act of 1980, as amended;
 - g. Nontraditional Employment for Women Act of 1991, as amended;

- h. Equal Pay Act of 1963, as amended; and
 - i. Executive Order 11250; U.S. DOL regulations at 29 CFR Parts 31 and 32; 28 CFR 42 Subparts F & H.
- D. ECC shall comply with Mandatory standards and policies related to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy Conservation Act (Public Law 94-163).
- E. Pursuant to Executive Orders 12549 and 12689, ECC certifies that it is not listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."
- F. In the event the funding for this contract meets or exceeds \$100,000, CONSULTANT must file a required lobbying certification in accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) indicating that the CONSULTANT and any of its subcontractors will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. ECC must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- G. In the event the funding for this contract meets or exceeds \$150,000, the provisions of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, shall apply. CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
- H. In accordance with Executive Order 13333, this agreement may be terminated without penalty, if ECC or any SUBCONTRACTOR engages in, or uses labor recruiters, brokers, or other agents who engage in: severe forms of trafficking in persons; the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; the use of forced labor in the performance of the grant, contract, or cooperative agreement; or, acts that directly support of advance trafficking in persons. (22 U.S.C. § 7104(g))

21. **NEWS RELEASES**

Subject to the Illinois Open Meetings Act and the Illinois Freedom of Information Act, a party may not issue any news releases without prior approval from the other party, nor will a party make public proposals developed under this Agreement without prior written approval from the other party prior to said documentation becoming matters of public record.

22. **COOPERATION WITH OTHER CONSULTANTS**

Each party shall cooperate with any other parties' consultants employed or any work associated with the SERVICES.

23. **SEXUAL HARASSMENT**

Each party certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: the illegality of sexual harassment; the definition of sexual harassment under State law; a description of sexual harassment; internal complaint process including penalties; legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; directions on how to contact the Department and Commission and protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)).

24. **CONFLICT OF INTEREST**

A conflict of interest exists if a party's officers, directors, agents, employees or family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. A party shall immediately notify the other party in writing of any actual or potential conflicts of interest, as well as any actions that create, or appear to create, a conflict of interest.

Neither party, nor any of its employees, directors, officers, or representatives believes that a conflict of interest may arise through entry into an agreement with the other party. Each party, its employees, directors, officers, and representatives know and pledge to comply fully with all applicable conflict of interest laws and ordinances of the State of Illinois and Kane County, including the Illinois Governmental Ethics Act found at 5 ILCS 420/1-101 et. seq. and the Kane County Code of Ethics Ordinance No. 10-206, amended by Ordinance No. 15-279.

25. **NOTICES**

All notices, reports and documents required under this Agreement shall be in writing and shall be emailed and/or mailed by First Class Mail, postage prepaid, addressed as follows:

A. As to ECC:

Dr. David Sam, PhD, JD, LLM, President
Elgin Community College
1700 Spartan Drive
Elgin, IL 60123
Email: dsam@elgin.edu

B. As to COUNTY:

Renee Renken, Assistant Director for Workforce Development
Kane County Office of Community Reinvestment
143 First Street
Batavia IL 60134
Email: renkenrenee@countyofkane.org

26. **COMPLIANCE WITH LAWS**

Notwithstanding any other provision of this agreement it is expressly agreed and understood that in connection with the performance of this Agreement that the parties shall comply with all applicable Federal, State, Municipal, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, each party hereby certifies, represents

and warrants to the other party that all of its employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legal residents of the United States. ECC shall also at its expense pay all charges and fees outside of those addressed herein and give all notices necessary and incident to the due and lawful performance of this work, and/or the products and/or services provided by this Agreement. Subject to applicable laws, the COUNTY shall have the right to audit any records in the possession or control of ECC to determine ECC's compliance with the provisions of this paragraph. In the event that the COUNTY proceeds with such an audit ECC shall make available, subject to applicable laws, to the COUNTY ECC's relevant records at no cost to the COUNTY. ECC shall pay any and all costs associated with the College's Single Audit.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly designated officials.

COUNTY OF KANE, a body politic in the State of Illinois

By: _____
Scott Berger, Director
Kane County Office of Community Reinvestment

Date: _____

ELGIN COMMUNITY COLLEGE, an Illinois public community college

By: _____
Dr. David Sam, PhD, JD, LLM, President
Elgin Community College

Date: _____

ATTACHMENT A

SCOPE OF TRAINING SERVICES

The establishment of this Intergovernmental Agreement (“IGA”) will enable the COUNTY to purchase training programming and classes for multiple WIOA participants in career areas that are both in-demand and approved on the WIOA Eligible Training Provider List (ETPL). These classes would enable the local workforce area to expand and accelerate training options for eligible Adults and Dislocated Workers.

TRAINING PROGRAM METHODOLOGY

ECC will identify initial career training programs that correspond with in-demand employment and are approved on the WIOA Demand Occupations Training List (DOTL). These programs will include credit and non-credit options which will be offered at days and times that are optimal for the adult and dislocated worker population seeking training for these career fields. In conjunction with Kishwaukee College and Waubensee Community College, ECC will establish a program year-long calendar of offerings of these industry-recognized, certificate-bearing training programs, to be funded by the COUNTY so that Adult and Dislocated Workers can access the training necessary to enter high-demand employment areas (see Attachment C).

All participants are considered ECC students and are subject to all rules, rights, and responsibilities that that entails, regardless of the fact that participants are engaged in training through the COUNTY as enrolled WIOA Adult and Dislocated Workers. Participants enrolled in course offerings at ECC would be able to access the full spectrum of wraparound services that the college offers ECC students. These include counseling services, mentoring programs, career exploration, financial aid assistance, and tutoring assistance.

ECC will utilize its Marketing and Communication department to create co-branded promotional material and promote these offerings to the ECC District 509. This will include but not be limited to saturation postcards and social media posts. ECC will utilize and dedicate a part-time individual to support corresponding program outreach and to deliver information sessions that offer details on available training programs and present career pathway overviews.

Through support from a full-time Program Navigator, ECC will identify potential participants that meet entrance requirements for identified programs, screen all interested individuals for WIOA eligibility and suitability and collect/secure corresponding eligibility documentation. Referrals will be coordinated with the COUNTY whereby a list of potential students along with their eligibility documentation secured by ECC will be provided. ECC will also coordinate and execute CASAS testing while WIOA program certification and enrollment is being performed by the COUNTY.

For individuals identified as WIOA eligible and suitable by the COUNTY, ECC will arrange program enrollment/registration for entry into the classes and will assist participants in navigating through any subsequent registration questions and/or with redirection efforts where their first selection is not feasible, which may include additional WIOA cohort offerings within the Consortium. Should Financial Aid completion be a requirement by the COUNTY, ECC will facilitate the application process and/or work to hold FAFSA completion workshops at pre-determined days and times for incoming WIOA participants.

Before or on the first day of class, ECC will provide participants with all necessary materials, books, and uniforms required for successful completion of the program. During the training program, the instructor

and an imbedded Program Navigator will work with students to successfully complete their coursework and requirements to obtain the industry recognized credential. The Program Navigator's key focus is to offer a continuity of service and to monitor participants' progress for a resulting successful outcome. This will include providing participants with access to supports required for program retention through tutoring and supportive service delivery (i.e. transportation assistance) along with academic remediation classes or ESL instruction.

Additionally, ECC will establish a work/employability skill success training series which will be included in each program's curriculum and imbedded into routine classroom instruction. The expectation is that through this customized engagement students are work-ready and prepared for employment upon completion of their credential.

Upon completion of the training program, the COUNTY will work with their third-party vendor to provide work-based learning opportunities for participants and ECC will provide linkages to hiring employers that could offer an employment avenue at completion, both where appropriate.

TRAINING PROGRAM GOALS

- Provide instructional services and training to Adult and Dislocated Workers through WIOA-funded training programs that result in a credentialed outcome.
- Provide transitional and career services to assist students in navigating the pathways to college and career training.
- Provide educational opportunities for students to overcome barriers and gain access to high-demand career fields.

RESPONSIBILITIES

In support of these goals, ECC and the COUNTY agree to the following:

Elgin Community College (ECC) will:

- Market the programs in the District 509 service area, and will refer potential candidates to the COUNTY to determine suitability and eligibility for participation in the program.
- Conduct outreach and recruitment activities that yield eligible participants.
- Perform participant eligibility screening and assist with the collection of applicable documentation.
- Coordinate with the COUNTY for eligibility determinations and corresponding Illinois Workforce Development System (IWDS) certifications for WIOA program participation.
- Establish a cooperative and joint framework with the COUNTY that includes communication checkpoints for coordinated engagement to ensure participants have timely access to services and necessary COUNTY approval for training entry, which may include ITA authorization for individuals not enrolled in the cohort model.
- Assist with completion of an intake where an initial assessment is performed to understand individual skill levels (may include CASAS testing), aptitudes, abilities, and competencies and identify areas of interest along with supportive service and employment needs.
- Assist individuals with exploring careers, gaining access to program information sessions, and performing training research.
- Assist with documenting, implementing, and updating participant Individual Employment Plans (IEP).
- Record corresponding activity through case notes and/or service entry using the Illinois Workforce Development System (IWDS) system.

- Provide case management activities, which include success monitoring.
- Hire, train, and supervise instructors providing instructional services to participants receiving Adult and Dislocated Worker WIOA services through the COUNTY. The instructors will be ECC Community College employees, subject to all rights, rules, and responsibilities that entails.
- Provide to participants, on the first day of class, all required materials, textbooks, and supplies included in the cost of the classes.
- Calculate costs per training program/course (on a per-course model) that will include tuition, fees, required textbooks, uniforms and supplies for a minimum number of participants.
- Notify all participants in the classes that they are ECC Community College students and are subject to all of the rights, rules, and responsibilities that entails.
- Obtain signed FERPA release of information waiver to allow for information-sharing with the COUNTY from class participants.
- Provide the “Wrap Around” student supports (accessibility accommodations, advising and counseling services, mentorship opportunities, access to academic tutoring, and Financial Aid guidance) that all ECC students are eligible for.
- Provide support services that will allow individuals to successfully participate in and complete the training provided.
- Establish a regular schedule of Career Training programs in coordination with the LWIA 5 Consortium.
- Communicate regularly with COUNTY Staff as to training progress and outcomes along with data required for WIOA reporting and completion documentation (i.e. grades, transcripts and credentials).
- Provide specific trainings developed for the cohorts in the areas of workforce readiness, resume writing and job search to position participants for successful employment outcomes.
- Invoice the COUNTY for cohort training program delivery within 30-days of start date provided enrollment minimums are achieved per class, and invoice for other training costs after expense has been incurred as identified and detailed in Attachment B.
- Contact the COUNTY’s Assistant Director of Workforce Development with any concerns or situations that may occur concerning scheduling, WIOA student attendance, progress and/or invoicing.
- Present additional curriculum that meets the criteria for the ETPL/DOTL for potential inclusion as a cohort option under this IGA.

Kane County Office of Community Reinvestment (the COUNTY) will:

- Provide technical WIOA assistance to ECC as it relates to delivery of the project elements.
- Establish routine engagement protocols with ECC in order to complete eligibility determinations for WIOA Adult/Dislocated Worker services, evaluate participants for training suitability, and review initial Individual Employment Plans (IEP) or planned participant service approach(es).
- Designate WIOA staff to work in tandem with ECC to authorize WIOA-funded training entry/attendance through either the cohort model or an ITA.
- Monitor data entry and record-keeping efforts for the administration of WIOA services and will request ECC to perform updates and/or revisions accordingly.
- Engage in co-marketing the program with ECC and provide financial assistance to cover costs of social media and print-based campaigns.
- Participate in the coordination of the academic offering calendar with the Consortium.

- Provide payment to ECC for the purchase of training programs on a per-class model that will include tuition, fees, required textbooks, uniforms and supplies for all participants as identified and detailed in Attachment B.
- Provide reimbursement for other/corresponding training costs as identified and detailed in Attachment B.
- Give at least 7 calendar days' notice should a class cohort need to be cancelled for any reason, which includes the inability to establish the defined student minimum.
- Contact ECC's Dean of Workforce Development and Continuing Education with any concerns or situations that may occur concerning ECC instructional staff or the educational services being provided.
- Will evaluate any potential additional short-term certificate programs as proposed by ECC to be added to this agreement.

COMMUNICATION AND RESOLUTION OF DIFFERENCES

Representatives from ECC and the COUNTY agree to meet at least once each semester to evaluate the status of the program and its participants. Minor adjustments to the program will be agreed upon at these meetings without an amendment to this Agreement. Major changes will require a signed amendment to this Agreement.

ATTACHMENT B
TRAINING SERVICE BUDGET & BUDGET NARRATIVE

The budget includes the costs determined necessary to deliver the scope of SERVICE for the project which includes the following line items:

Budgeted Line Item	Budget	Narrative Description
Navigator/Case Manager	\$93,000.00	Full time navigator with benefits to serve dislocated or unemployed individuals from our district. The individual will perform eligibility screening and collect corresponding documentation, conduct career exploration, offer soft skill workshops, and assist initial assessments/IEP development and with ITA approvals. This person can also help make case notes and service entries in IWDS and would connect to any support services that are needed. This navigator position would have a goal of bringing in 50 new participants in the next 12 months
Outreach and Student Support Specialist	\$48,000.00	Part-time Outreach and Support Specialist who will work 25 hours a week participating in outreach events, connecting with the community, hosting information sessions and helping connecting students to resources.
Employability Skills Instructor	\$15,000.00	Provide customized workshops/curriculum that could assist the individuals participating in training with résumé writing and job search workshops. If resources were not available at ECC, then presenters would be hired.
Marketing	\$26,000.00	<ul style="list-style-type: none"> • 8 Facebook boosted posts that will promote programming available • 2 postcard mailings to advertise WIOA services available at the college • Flier printing for distribution at events • Add space in our noncredit schedule • Cobranded WIOA information on our website • Email blasts to the community members about our WIOA approved programs and WIOA services • Signage on student boards throughout campus
Support Services	\$20,000.00	Gas and bus cards, incentive cards, tools, books uniforms and testing

CASAS Testing	\$1,000.00	CASAS testing for possible participants
Course Pharmacy Technician 10-11 week training 4 Student Minimum 15 Student Maximum	\$24,000.00	Fall dates 10/3-12/14 Mon & Wed Spring dates 2/13-4/27 Mon & Wed Required program costs of tuition, fees, books, supplies and exam are included in cost.
Course CompTIA 16-week training 4 Student Minimum 12 Student Maximum	\$42,000.00	CompTIA ITF+ and CompTIA A+ Hybrid 1/16- 6/27 Required program costs of tuition, fees, books, supplies and exam are included in cost.
Automotive Brake and Suspension Specialist Course 16-week training 1 Student Minimum 3 Student Maximum	\$5,700.00	Spring AUT 171 and AUT 172 Required program costs of tuition, fees, books, supplies and exam are included in cost.
Future cohorts of short term WIOA approved credentials	\$225,000.00	ECC is currently exploring offering more programs that could be WIOA eligible and expect additional offerings to be available in PY22, but are not able to give exact information at this time. The course offerings will be focused, but not limited to, high demand areas such transportation, IT, manufacturing and healthcare. ECC will supply course information as they become available and the COUNTY will determine if a cohort model will be pursued. This line item serves as a contingency fund if the cohorts are approved by both parties for the maximum identified.
Total	\$499,700.000.00	

ATTACHMENT C
CAREER TRAINING CALENDAR OF OFFERINGS

ECC Community College, Kishwaukee College and Waubonsee Community College

<u>Waubonsee Community College</u>	<u>Elgin Community College</u>	<u>Kishwaukee Community College</u>
<u>Fall</u> <ul style="list-style-type: none"> • <u>BNA</u> • <u>Supply Chain</u> • <u>Welding</u> • 	<u>Fall</u> <ul style="list-style-type: none"> • <u>Pharmacy Tech 10/3</u> 	<u>Fall</u> <ul style="list-style-type: none"> • <u>Pharmacy Tech 8/28</u> • <u>Sterile Processing Tech</u> • <u>CDL</u>
<u>Spring</u> <ul style="list-style-type: none"> • <u>Supply Chain</u> • <u>Welding</u> • <u>BNA</u> • 	<u>Spring</u> <ul style="list-style-type: none"> • <u>CompTIA A+</u> • <u>Automotive Electrical Specialist</u> • <u>Brake and Suspension Specialist</u> 	<u>Spring</u> <ul style="list-style-type: none"> • <u>Adult Ed Bridge Class</u> • <u>Sterile Processing Tech</u> • <u>Pharmacy Tech</u>
<u>Summer</u> <ul style="list-style-type: none"> • <u>Supply Chain</u> • <u>Welding</u> 	<u>Summer</u> <ul style="list-style-type: none"> • <u>Pharmacy Tech</u> 	<u>Summer</u> <ul style="list-style-type: none"> • <u>BNA</u> • <u>Adult Education Classes</u>

**NONRENEWAL OF THE AGREEMENT BETWEEN ELGIN COMMUNITY
COLLEGE AND THE YOUTH LEADERSHIP ACADEMY**

Recommendation

The administration recommends that the Board of Trustees does not renew the contract with the Youth Leadership Academy (YLA) effective June 30, 2022.



Dr. David Sam, President

Background

The Youth Leadership Academy (YLA) was founded by Elgin Community College (ECC) in 1996 and was supported by ECC since YLA became a separate non-profit organization and achieved its 501(c)(3) status. In June 2021, the ECC Board of Trustees approved a one-year contract from July 1, 2021 with a termination date of June 30, 2022 unless both parties mutually agree to extend the contract in writing.

Funding Source: Education Fund

Staff Contact: Dr. Kimberly Wagner, Vice President, Business and Finance, 847-214-7728

TRANSFER TO INTERNAL SERVICE FUND

Recommendation

The administration recommends that the Board of Trustees authorizes the transfer of \$3,110,792 from the Education Fund to the Internal Service Fund to partially fund the liability created by recognizing the College's share of the long-term obligation for the College Insurance Program.



Dr. David Sam, President

Background

Governmental Accounting Standards Board ("GASB") Statement No. 75 requires governments providing defined Postemployment Benefits Other Than Pensions ("OPEB") to recognize their long-term obligation for OPEB as a liability. This liability is estimated at \$40.96 million as of June 30, 2021, and is recorded as a long-term liability in the Internal Service Fund. The College recommends to take a multi-year, proactive approach to funding this liability and has funded \$18.8 million since fiscal year 2018.

Funding Source: Education Fund

Staff Contact: Dr. Kimberly Wagner, Vice President, Business and Finance, 847-214-7728

CHILD CARE WORKFORCE BONUS GRANT

Recommendation

The administration recommends that the Board of Trustees approves the acceptance of the Child Care Workforce Bonus Grant in the amount of \$29,040 and disbursement to the Early Childhood Lab School staff accordingly.



Dr. David Sam, President

Background

In September 2021, the Illinois Governor announced a Child Care Workforce Bonus program to recognize the efforts of child care staff who served and continue to serve children and families in person during the pandemic. This grant is funded by federal pandemic relief funds and is administered through the Illinois Department of Human Services and the Illinois Network of Child Care Resource & Referral Agencies. Elgin Community College received the grant award notification on April 7, 2022. The grant is to be disbursed according to the schedule below for Early Childhood Lab School current employees (the grant covers the applicable employer portion of payroll taxes):

Grant Per Person Amount (pretax)	ECLS Position Title(s)
\$1,970	Full-time Lead Teachers
\$1,670	Part-time Assistant Teachers
\$1,370	Administrators
\$ 750	Student Workers

Funding Source: Restricted Purposes Fund

Staff Contact: Dr. Kimberly Wagner, Vice President, Business and Finance, 847-214-7728

**FISCAL YEAR 2023 SALARY ADJUSTMENT AND INSURANCE
CONTRIBUTION RATE FOR ADMINISTRATIVE AND TUTOR EMPLOYEES**

Recommendation

The administration recommends that the Board of Trustees approves a 2.75% increase for current administrative and tutor (non-bargaining unit) employees with at least 90 days of ECC employment effective July 1, 2022 with no percentage change in the employee share insurance contribution rate in accordance with the guidelines below; however, the administration may later be recommending an increase in the employee insurance premium cost.



Dr. David Sam, President

Background

The administration believes that employees should be compensated in a fair and equitable manner and requests that the Board of Trustees approves a 2.75% general increase for administrative and tutor (non-bargaining unit) employees. The anticipated cost for administrative salary adjustments this year is \$368,897.00.

Finally, it is recommended that the employee share insurance contribution rates for administrative employees remain the same for FY23. These rates are consistent with the other workgroups. However, there may later be a recommendation for an increase in the employee insurance premium cost.

Staff Contact: Dr. David Sam, President, 847-214-7374

**TRUSTEES' IN-STATE ATTENDANCE AT ILLINOIS COMMUNITY COLLEGE
TRUSTEE ASSOCIATION (ICCTA) ANNUAL MEETING**

Recommendation

The administration recommends that the Board of Trustees ratifies the attendance of Trustees Rakow, Redmer, Duffy and Ollayos and Student Trustee McVey at the June 10 and 11, 2022 ICCTA annual meeting in Chicago, IL. The expected cost should not exceed \$3,000; including registration, hotel and travel costs. Each trustee is a member of ICCTA and dues are paid from the board's budget.



Dr. David Sam, President

Background

Board policy GP 6.4.c.2, states *...only one trustee may be appointed as the board's official representative (with one alternate) to the ICCTA meetings, all trustees are encouraged to attend all appropriate ICCTA meetings, seminars and workshops, whether held in the Chicago area or downstate...*

Administrative Procedure 2.601, *Travel and Business-Related Expenses* outlines the details regarding travel arrangements. Board members are required to complete a travel claim form for reimbursement within 30 days of attending professional development meetings.

The Public Community College Act (110 ILCS 805/3-8.5) requires every voting member of a board of trustees to complete a minimum of 4 hours of professional leadership training, covering topics that include, but are not limited to, open meetings law, community college and labor law, freedom of information law, ethics, sexual violence on campus, financial oversight and accountability, audits, and fiduciary responsibilities of a community college trustee during the first, third and fifth year of his or her term.

Staff Contact: Dr. David Sam, President, 847-214-7374

**TRUSTEES' OUT-OF-STATE TRAVEL TO
2022 ACCT LEADERSHIP CONGRESS – NEW YORK, NY**

Recommendation

The administration recommends that the Board of Trustees approves four (4) trustees to attend the 2022 Association of Community College Trustees (ACCT) Leadership Congress in New York, NY, October 26-29, 2022. The estimated cost for four (4) trustees to attend the Leadership Congress should not exceed \$13,000. Registration, hotel, airfare and miscellaneous travel expenses are included in the estimated expense.



Dr. David Sam, President

Background

The 2022 ACCT Leadership Congress, *Improving the Lives of Entire Families* offers opportunities to discover new pathways to student success and strengthening communities. Leading with intent must be the focus for today's community college governing boards and requires collaboration and partnership.

The focus of the Leadership Congress is to add value where it matters most and achieve the greatest return on investment, while continuing to champion fairness, mobility and equity. Trustees, presidents and other thought and policy leaders are brought together to share experiences and expertise. The ACCT Leadership Congress is the premier annual conference for community college leaders and the only national conference dedicated to community college trustees.

Staff Contact: Dr. David Sam, President, 847-214-7374

ADVERTISING SERVICES - EFFECTV

Recommendation

The administration recommends that the Board of Trustees authorizes the administration to contract for advertising services from Effectv (Comcast) (Boston, MA) in the amount of \$60,000.



Dr. David Sam, President

Background

The Marketing and Communications Department is recommending that the College continues to advertise through Effectv (Comcast) in Fiscal Year 2023 (FY23) in the amount of \$60,000. The FY23 contract includes 35,000 traditional video commercial spots (also known as 'linear') delivered year-round on cable television across seven zones to cover the full district and beyond. The media buy is focused on relevant TV programs that reach our target demographics, including high-value entertainment programming, live news, and sports. The proposed buy also includes one promotional sponsorship to boost reach (i.e. brought to you by Elgin Community College). The requested funds will provide adequate reach and frequency that drives brand awareness and action (70% reach of the market with 3x quarterly frequency per person). The continual presence on-air throughout the year builds reach over time and follows best practices.

The FY23 request is a decrease of approximately \$25,700 compared to FY22; these funds were reallocated to Viant, a digital advertising provider we are contracting with for streaming and digital advertising services beginning in FY23.

The objective of this initiative is to impact enrollment through:

1. Increase in brand awareness of the College within District 509.
2. Increase in traffic to elgin.edu.
3. Increase in online applications generated via elgin.edu.

The administration recommends continuing this tactic based on the FY22 results we received as highlighted below:

- 16,215 linear commercials delivered across 30 TV networks.
- A projected 30,590 unique visitors visited elgin.edu within 30 minutes of viewing the ad, and a projected 184,633 return visits occurred within 14 days of seeing the ad.
- In reviewing website data from FY22 compared to the same time period in FY21, elgin.edu has experienced growth in a number of key metrics including:
 - An additional 355,226 website visits, a 23% increase.
 - An additional 142,045 website visitors, a 27% increase.
 - An additional 1,819 online applications were submitted, a 17% increase.
- This data suggests that awareness of the college is strong and growing -- this advertising will help keep brand awareness high and support enrollment.

Funding Source: Education Fund

Staff Contact: Dr. Toya Webb, Chief Marketing, Communications and Government Relations Officer, 847-214-7769

ANNUAL FIRE ALARM SYSTEM TESTING

Recommendation

The administration recommends that the Board of Trustees authorizes administration to contract with Affiliated Customer Service, Inc. (Downers Grove, IL), for annual fire alarm systems testing at the main and Burlington campuses for the amount of \$26,764.00 and \$1,078.00 respectively, for a combined total of \$27,842.00.



Dr. David Sam, President

Background

Affiliated Customer Service is an authorized dealer and service firm for Gamewell Fire Control Instruments by Honeywell, the manufacturer of the College's alarm system and is the College's sole provider of fire alarm system maintenance, service, annual testing, and proprietary programming for the entire campus life safety network. As such, this service is exempt from bidding in accordance with the Illinois Public Community College Act 110 ILCS 805/3-27.1. Annual testing of fire alarm systems operations is required under the National Fire Alarm Code – NFPA72.

Funding Source: Operations and Maintenance Restricted Fund

Staff Contact: Dr. Kimberly Wagner, Vice President of Business and Finance, 847-214-7728

BRAND MESSAGING: FOCUS GROUPS, SURVEY, AND REPORT

Recommendation

The administration recommends that the Board of Trustees authorizes the administration to contract with Clarus Corporation (Alliance, NE) for fiscal year 2023 surveys and reports in an amount not to exceed \$56,000.00.

Vendor	Location	Price
Clarus Corporation	Alliance, NE	\$ 56,000.00
25th Hour Communication	Westwood, MA	\$ 49,900.00



Dr. David Sam, President

Background

The request for proposal was advertised and sent to three (3) vendors, none of which were in-district. We received two (2) proposals back for consideration. We reviewed questions with each vendor. It's been over five years since we last did a community scan. Administering focus groups and a community survey post-pandemic is vital to understanding how the community views the College to help ECC communicate more effectively with its target market segments through data-driven personas reflecting people's attitudes and perceptions of ECC.

We would like to recommend Clarus Corporation for the following reasons:

- Clarus Corporation has the research capabilities the College needs for actionable data to build around our target market segments
- Their proposal includes research, message development, and travel
- Clarus has a stronger understanding of the College, community colleges, and a research team to help us uncover the data that will allow us to make actionable brand and message recommendations, which in turn will benefit current and future students through what and how we communicate with them
- Clarus can meet our timeline to begin in August 2022 and end in December 2022
- Their research will aid our marketing and institutional efforts to help guide messaging with the ultimate goal of increasing enrollment and benefiting people within our communities

Funding Source: Education Fund

Staff Contact: Dr. Toya Webb, Chief Marketing, Communications and Government
Relations Officer, 847-214-7769

BUILDING B – BOILER CHIMNEY RESTORATION

Recommendation

The administration recommends that the Board of Trustees authorizes the administration to contract with Mertes Contracting Corporation (Broadview, IL.) for services to rebuild and restore the boiler chimney located at Building B for the amount of \$1,643,871.00.



Dr. David Sam, President

Background

The invitation to bid was advertised and sent to ten (10) vendors, five (5) of which were in-district. Due to the trade industry continuing to be impacted by Covid-19, there was only one bid received in the required time period, Mertes Contracting Corporation. The College has done projects with Mertes in the past, so we are familiar with their quality of work.

JP Architects provided a pre-bid estimate of \$1,200,000.00. The increase is due to current market conditions in labor and material sectors and based on a walk-through of the site location.

The boiler chimney structure on Building B is over fifty-years-old and is a critical part of our central steam plant that supplies energy for heating to Buildings B, B-Admin., C, D, F, G, and I. Exterior repairs to the chimney were completed in 2011, however, the chimney has continued to deteriorate, crack, and pieces of brick and mortar are once again falling from the chimney, thus causing a potential danger. This project will require a crane for the repairs. Mertes will also need to remove the four existing failed chimney stacks and provide a new single flew chimney, designed to the specifications of our existing boilers.

Funding Source: Operations and Maintenance Fund

Staff Contact: Dr. Kimberly Wagner, Vice President of Business and Finance, 847-214-7728

BUILDING J – EMERGENCY LIGHTING POWER SYSTEM

Recommendation

The administration recommends that the Board of Trustees authorizes the administration to contract with Kellenberger Electric (Elgin, IL.) to provide and install an emergency lighting power inverter for the amount of \$34,795.00.

Vendors	Location	Base Bid
Kellenberger Electric Inc.	Elgin, IL	\$34,795.00
Max Electric LLC	Arlington Heights, IL	\$66,825.00



Dr. David Sam, President

Background

The invitation to bid was advertised and sent to eight (8) vendors, three (3) of which were in-district. The construction/trade industry continues to struggle with more projects than resources due to Covid-19, as such, only two (2) bids were received.

Emergency lighting required for emergency exiting of Building J is provided for by an uninterruptable power system (UPS) with battery back-up. The existing UPS, originally installed in 2002, has reached the end of its useful life and needs to be replaced. This project will provide a new UPS power inverter system and batteries to replace the old failing system.

Funding Source: Operations and Maintenance Fund

Staff Contact: Dr. Kimberly Wagner, Vice President of Business and Finance, 847-214-7728

BUDGET SOFTWARE PURCHASE

Recommendation

The administration recommends that the Board of Trustees authorizes the administration to contract for software and implementation from Questica (Pasadena, CA) in an amount not to exceed \$384,105.00 over a five-year period.

Description	Questica (Pasadena, CA)	Prophix (Mississauga, ON)	Syntellis (Reston, VA)	Xelerant (Stamford, CT)
Implementation Fee	\$ 93,375.00	\$ 48,000.00	\$ 120,861.00	\$ 30,000.00
Year 1 Maintenance Fees	\$ 54,750.00	\$ 95,000.00	\$ 37,500.00	\$ 54,684.00
Sub-Total (Year 1)	\$ 148,125.00	\$ 143,000.00	\$ 158,361.00	\$ 84,684.00
Year 2 Maintenance Fees	\$ 54,750.00	\$ 95,000.00	\$ 38,625.00	\$ 54,684.00
Year 3 Maintenance Fees	\$ 57,488.00	\$ 95,000.00	\$ 39,784.00	\$ 54,684.00
Year 4 Maintenance Fees	\$ 60,362.00	\$ 95,000.00	\$ 40,977.00	\$ 54,684.00
Year 5 Maintenance Fees	\$ 63,380.00	\$ 95,000.00	\$ 42,207.00	\$ 54,684.00
Total (5 Years)	\$ 384,105.00	\$ 523,000.00	\$ 319,954.00	\$ 303,420.00



Dr. David Sam, President

Background

A Request for Proposal (RFP) was sent to six (6) vendors, none of which were in-district. The College received four (4) responses to the RFP and all four were interviewed.

A cross-functional committee joined together to evaluate solutions for a Budget Software. This cross-functional committee included staff from: Institutional Research, Information Technology, Business Services, and Teaching, Learning and Student Development (TLSD) Operations.

The RFP is for the purchase of a budget software which will be used by Business and Finance and all budget officers to perform the annual budget function. The current tool is an excel spreadsheet which doesn't allow for future forecasting or simple changes to employee status.

After careful review and consideration, administration recommends Questica.

A summary of key considerations is outlined below:

- Accessible and user-friendly platform for people to access through an app or a web page
- The software is easily configurable to our needs
- The software will interface with Colleague
- Many other Colleges including Wabaunsee Community College are using the tool successfully
- Personnel Planning and Budgeting module allows for managing and forecasting personnel costs
- Capital planning capabilities allowing the College to place projects out several years
- The software allows budget officers to prioritize requests and link to Institutional goals
- The reporting and analytics capability far exceeds our excel process used today
- They are providing unlimited licenses for our use
- They provide an extensive training program
- The security of the software includes dual authentication

Questica will work with the College to implement the software. It is anticipated that work will begin immediately upon execution of a contract. The implementation timeline is estimated to take approximately three (3) months; therefore, the goal is to have the system configured and ready for use in the 2023 budget cycle.

Funding Source: Education Fund

Staff Contact: Dr. Kimberly Wagner, Vice President, Business and Finance,
847-214-7728

MICROSCOPES PURCHASE

Recommendation

The administration recommends that the Board of Trustees authorizes the administration to purchase microscopes from Nikon Instruments, Inc. (Mellville, NY), the lowest responsible bidder in an amount not to exceed 75,582.00.

Vendor	Location	Quantity	Unit Cost	Price
Nikon Instruments, Inc.	Mellville, NY	84	\$ 899.79	\$ 75,582.00
Leica Microsystems	Deerfield, IL	84	\$ 1,037.86	\$ 87,180.00
W. Nuhsbaum	McHenry, IL	84	\$ 1,047.04	\$ 87,951.52



Dr. David Sam, President

Background

The invitation to bid was advertised and sent to four (4) vendors, none of which were in-district.

Microscopes are the cornerstone of general biology offerings and are used throughout the entire semester in almost all departmental classes. Each year the biology department has approximately 2,200 students take a biology course that requires the use of a compound light microscope. The current microscopes have been in use since January 2012 and have reached the end of their useful life.

Funding Source: Education Fund

Staff Contact: Dr. Peggy Heinrich, Vice President, Teaching, Learning and Student Development, 847-214-7363

OFFICE FURNITURE PURCHASE - BUILDING B

Recommendation

The administration recommends that the Board of Trustees authorizes the administration to purchase furniture for Building B direct from the manufacturer Krueger International (KI) (Chicago, IL) utilizing IPHEC pricing, in the amount of \$57,500.36.

Vendor	Location	Price
Krueger International	Chicago, IL	\$ 57,500.36
Interiors For Business	Batavia, IL	\$ 76,271.67



Dr. David Sam, President

Background

The Illinois Public Higher Education Cooperative (IPHEC) was formed to consolidate common requirements for various state universities, competitively bidding products/services through a lead state university, which then provides purchasing opportunities for public agencies statewide.

This purchase will provide furniture consistent with College standards for seven (7) new offices and the student reception area of Academic Advising, Student Success, Wellness Services, Recruitment and Outreach. The new offices will be occupied by the Dean of Students, Director of Academic Advising, three (3) Student Success Coaches, Wellness Professional, and Manager of Recruitment & Outreach. The new reception counter will provide improved student access and service.

Funding Source: Operations and Maintenance Fund

Staff Contact: Dr. Kimberly Wagner, Vice President of Business and Finance, 847-214-7728

PLUMBING SERVICES

Recommendation

The administration recommends that the Board of Trustees authorizes the administration to procure annual plumbing services from F. J. Bero (Elgin, IL), the lowest responsive bidder, in the amount not to exceed \$45,000.00 annually, \$135,000.00 total. This agreement will be for services for three years with the option to renew for two additional one-year periods.

YEAR	VENDOR	LOCATION	HOURLY RATES			total
			PLUMBING FOREMAN	PLUMBING JOURNEYMAN	PLUMBING APPRENTICE	
1	FJ Bero	Elgin, IL	\$ 110.00	\$ 105.00	\$ 120.00	\$ 335.00
	T & J Plumbing, Inc.	Chicago, IL	\$ 150.00	\$ 157.50	\$ 100.00	\$ 407.50
2	FJ Bero	Elgin, IL	\$ 115.00	\$ 110.00	\$ 115.00	\$ 340.00
	T & J Plumbing, Inc.	Chicago, IL	\$ 155.00	\$ 162.00	\$ 103.00	\$ 420.00
3	FJ Bero	Elgin, IL	\$ 96.89	\$ 90.00	\$ 95.00	\$ 281.89
	T & J Plumbing, Inc.	Chicago, IL	\$ 159.00	\$ 166.00	\$ 106.00	\$ 431.00



Dr. David Sam, President

Background

The invitation to bid was advertised and sent to twenty (20) vendors, six (6) of which were in-district. The construction/trades industry continues to struggle with more projects than resources due to Covid-19, as such, we only received two (2) bids.

The purpose of this agreement is to provide the College with a vendor on a time and material basis for annual plumbing services including maintenance and repair at the College for projects under \$15,000.00. This agreement will provide the College with a plumbing contractor available 24/7 for emergency service and will be used to supply plumbers for work/projects above what can be reasonably expected from in-house personnel.

Funding Source: Operations and Maintenance Fund

Staff Contact: Dr. Kimberly Wagner, Vice President of Business and Finance, 847-214-7728

RATIFICATION OF REGALIA AND COMMENCEMENT SUPPLIES

Recommendation

The administration recommends that the Board of Trustees ratifies an increase of \$6,000.00 for a total of \$30,000.00 for regalia and commencement supplies with Jostens (Minneapolis, MN).



Dr. David Sam, President

Background

Purchases have been made in fiscal year 2022, however, the purchases have now exceeded \$25,000. In accordance with the Illinois Public Community College Act 805/3.27.1, any purchases over \$25,000 need to be approved by the Board.

Jostens has served the College's commencement needs for many years. They have provided excellent service and flexibility, as well as a variety of choices of fabrics, stoles and accessories. The College will use their technology to allow future students the opportunity to order their regalia online at no additional charge, with deadlines and controls set by the College.

Funding Source: Education Fund

Staff Contact: Dr. Kim Wagner, Vice President of Business and Finance, 847-214-7728

INSTRUCTOR OF CERTIFIED RECOVERY SUPPORT SPECIALIST PROGRAM
Mr. Andrew Beck

Recommendation

The administration recommends that the Board of Trustees approves the appointment of Mr. Andrew Beck as Instructor of the Certified Recovery Support Specialist Program for the 2022 Fall Semester at a salary of \$60,931 (Lane 1, Step 5) on the Elgin Community College Faculty Association (ECCFA) 2022 salary schedule, in a tenure track position.



Dr. David Sam, President

Background

Mr. Andrew Beck earned his Master's degree in Social Work and Bachelor's degree in Psychology (with a minor in Criminal Justice) from Aurora University. Mr. Beck also holds multiple licenses as a Clinical Social Worker, Certified Alcohol & Drug Counselor, National Certified Recovery Specialist, and Human Services Board-Certified Practitioner.

Mr. Andrew Beck is currently a Forensic Social Worker for the Elgin Mental Health Center. He also serves as an adjunct instructor of Human Services for Elgin Community College and an adjunct instructor of Social Work in Aurora University's Social Work graduate program. Mr. Beck is an experienced administrator, educator, and clinician with over 32 years of experience with counseling and therapy services with adolescents and adults, 27 years of facilitating education for professionals, students, and clients, and 4 years of supervisory experience supervising professionals in a State Facility (IDOC Treatment Facility).

Staff Contact: Dr. Peggy Heinrich, Vice President, Teaching, Learning, and Student Development, 847-214-7363

ASSISTANT PROFESSOR II OF DESIGN
Mr. Peter Infelise

Recommendation

The administration recommends that the Board of Trustees approves the appointment of Mr. Peter Infelise as Assistant Professor II of Design for the 2022 Fall Semester at a salary of \$85,157 (Lane 5, Step 12) on the Elgin Community College Faculty Association (ECCFA) 2022 salary schedule, in a tenure track position.



Dr. David Sam, President

Background

Mr. Infelise earned a Bachelor of Fine Arts degree in Multimedia Communications from the Illinois Institute of Art, and a Master of Fine Arts in Computer Arts New Media from the Academy of Arts University.

Additionally, Mr. Infelise is a professional designer with experience across a range of design disciplines, including graphic design, web design, motion graphics and digital video production. Notable corporate clients include United Airlines, Gallagher, Levemir and the United Center.

Mr. Infelise has taught design at the college level for over 21 years; he has taught at Elgin Community College, Harper College, College of DuPage, and the Art Institute Online. He also taught full-time at the Illinois Institute of Art. At these institutions not only did Mr. Infelise teach the essential skill-building courses; he infused his classroom with the real-life, practical, industry perspective and professional practices students need to learn to succeed in competitive design fields.

Staff Contact: Dr. Peggy Heinrich, Vice President, Teaching, Learning and Student Development, 847-214-7635

INSTRUCTOR OF PSYCHOLOGY
Dr. Maureen Gray

Recommendation

The administration recommends that the Board of Trustees approves the appointment of Dr. Maureen Gray as Instructor of Psychology for the 2022 Fall Semester at a salary of \$72,889 (Lane 10, Step 2) on the Elgin Community College Faculty Association (ECCFA) 2022 salary schedule, in a tenure track position.



Dr. David Sam, President

Background

Dr. Maureen Gray earned her Doctor of Philosophy and Master of Arts degrees in Cognitive Psychology from the University of California, Los Angeles. She also holds a Bachelor of Science in Psychology and Statistics from the University of Urbana-Champaign.

Dr. Maureen Gray is currently a part-time instructor of Psychology at the College of DuPage where she teaches a number of full-semester general psychology and abnormal psychology courses. Dr. Gray has taught in various capacities at both the community college and university levels in California and Illinois. In addition to her experience as an instructor, Dr. Gray has held multiple roles focused on instructional design (particularly as it relates to transitioning courses to an online format) and curriculum development.

Dr. Maureen Gray has published numerous journal articles and has presented at the local, regional, and national levels on a variety of topics.

Staff Contact: Dr. Peggy Heinrich, Vice President, Teaching, Learning, and Student Development, 847-214-7363

**INSTRUCTOR OF HEATING, VENTILATION, AIR CONDITIONING AND
REFRIGERATION (HVAC-R)
Mr. David Scott**

Recommendation

The administration recommends that the Board of Trustees approves the appointment of Mr. David Scott as Instructor of Heating, Ventilation, Air Conditioning and Refrigeration (HVAC-R) for the 2022 Fall Semester at a salary of \$55,785 (Lane 1, Step 3) on the Elgin Community College Faculty Association (ECCFA) 2022 salary schedule, in a tenure track position.



Dr. David Sam, President

Background

Mr. Scott has served as an adjunct instructor in the Heating, Ventilation, Air Conditioning and Refrigeration (HVAC-R) program since 2017 with specialization in the energy management and renewable energy programs. He brings practical experience, knowledge, and expertise to facilitate growth in the HVAC-R program brought on by emerging technologies that continue to impact the industry.

Mr. Scott is a graduate of Elgin Community College, having earned his AAS in Energy Management and an AAS in Renewable Energy. While serving as an adjunct instructor, he also worked in industry as an energy advisor for Staples and Associates in Wisconsin, where he was responsible for the training and development of team members on industry-standards in refrigeration measures and incentives and quality assurance audits. Prior to Staples, he led the performance of radon tests in commercial and residential buildings for Air Inspection Resource in Rockford, Illinois.

Mr. Scott has earned industry-recognized credentials in the energy management and renewable energy field that enhance the subject-matter-expertise that he brings to the college. For example, he has attained the Building Performance Institute (BPI), an EPA-certification that enables him to advise on home energy efficiency. He also holds the North American Technician Excellence (NATE) certification, which is awarded upon completion of a knowledge-based exam for HVAC technicians.

Based on his work experience and industry credentials, we anticipate that Mr. Scott will enhance ECC's presence and contributions to the Illinois Green Energy Network (IGEN), a consortium of community colleges charged with developing programming and curriculum to train HVAC-R professionals statewide in energy management and renewable energy.

Staff Contact: Dr. Peggy Heinrich, Vice President, Teaching, Learning, and Student
Development, 847-214-7363

SENIOR DIRECTOR FOR ACADEMIC PROGRAMMING AND PUBLIC SAFETY
Chief Ronald S. Two Bulls, Jr.

Recommendation

The administration recommends that the Board of Trustees approves Chief Ronald S. Two Bulls, Jr, as the Senior Director for Academic Programming and Public Safety at the Center for Emergency Services, at a salary of \$105,000, effective July 11, 2022.



Dr. David Sam, President

Background

Chief Ronald S. Two Bulls, Jr. is a veteran of the fire service with over 30 years of experience in fire and emergency medical services. He has served as the Battalion Chief at the Buffalo Grove Fire Department since 2019. Prior to becoming Battalion Chief, he served as lieutenant at Buffalo Grove from 2011 to 2019, and from 1996 to 2011, he was on the front lines as a firefighter/paramedic with the department. In addition to his role as a first responder, Chief Two Bulls serves as a field instructor at the University of Illinois/Fire Service Institute, a role he has held since 2018.

In his current leadership role, Chief Two Bulls serves as incident command for all fire and EMS events, project manager for the firefighter readiness initiative, pressurized equipment program, quartermaster program, and new candidate background investigation program. He also oversees operational responsibilities that include personnel management, scheduling, budget preparation/administration, policy development/implementation, curriculum design, instructional delivery and standards compliance.

Chief Two Bulls graduated from Western Illinois University/Fire Emergency Management Administration with a master of science in instructional design and technology in 2017, and a bachelor of arts, fire administration in 2008, also from Western Illinois University. He earned a certificate of fire and emergency services higher education in 2008 from the National Fire Academy/Federal Emergency Management Agency.

In addition to his formal education, Chief Two Bulls holds numerous state and federal certifications, including Federal Emergency Management Administration Enhanced Incident Management/Unified Command; Illinois Department of Public Health Licensed Paramedic; Office of State Fire Marshall Certified Instructor II, Advanced Fire Officer, Health and Safety Officer, Incident Safety Officer, and Hazardous Materials Incident Command; and International Academy of Emergency Dispatch Council of Standards Member.

Chief Two Bulls brings a level of expertise to Elgin Community College that is vital to the continued success of academic programming and training at the Center for Emergency Services (CES). His knowledge and skills will ensure ECC is providing equity-minded educational and training opportunities for current and future generations of first responders in D509.

Staff Contact: Dr. Peggy Heinrich, Vice President, Teaching, Learning, and Student Development, 847-214-7363

DEAN OF COMMUNICATIONS AND BEHAVIORAL SCIENCES
Dr. Kristina C. Alcozer Garcia

Recommendation

The administration recommends that the Board of Trustees approves Dr. Kristina C. Alcozer Garcia as the Dean of Communications and Behavioral Sciences, effective July 1, 2022, with a salary of \$108,000.00.



Dr. David Sam, President

Background

Dr. Garcia holds a Doctor of Philosophy in Higher Education and a Master of Education (Higher Education) from Loyola University, a Bachelor of Arts in English from Northeastern Illinois University, and an Associate of Arts from Oakton Community College.

Dr. Garcia has been serving as ECC's Associate Dean of Communications and Behavioral Sciences since July of 2020, where she has been the administrative lead for new grants, co-chaired the Textbook and Course Materials Cost Reduction Taskforce of SSI, spearheaded an SSI initiative to provide professional development to reduce bias on tenure committees, supported faculty and staff through many of the challenges posed by the pandemic, and conducted numerous faculty evaluations, search committees, and other duties of the associate dean.

Dr. Garcia currently serves as adjunct faculty at Northeastern Illinois University within the ENLACE Higher Education Master's Program and has taught in different capacities there since 2016. Other notable prior work experiences include serving as the Associate Director of Commuter and Off-Campus Life at the University of Illinois at Chicago from 2017-2020, the Coordinator of Off-Campus Student Life at Loyola University from 2014-2017, and the Coordinator of Student Leadership Development at Northeastern Illinois University from 2012-2014. In this relatively short period at ECC, Dr. Garcia has demonstrated her deep commitment to our faculty, students, and the ECC community, and we look forward to seeing the positive changes she will bring to the college in this new capacity.

Staff Contact: Dr. Peggy Heinrich, Vice President, Teaching, Learning and Student Development, 847-214-7363