Regular Board Meeting January 24, 2023

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 – Viewing Accessibility Only

https://elgin-edu.zoom.us/j/93395057753

Phone: 312-626-6799 / Meeting ID: 9339 9505 7753#

The Regular Board Meeting will be conducted in person. Anyone wishing to provide public comment is welcome to do so in-person 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. which will be read aloud at the appropriate time on the agenda.

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 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)

3. Reconvene Open Session

4. Preliminary Matters

- A. Roll Call
- B. Consideration of and possible actions on any requests for a board member's electronic participation in a meeting
- C. Pledge of Allegiance
- D. Shared Values

B. Illinois Community College Trustee Association (ICCTA) – Trustee Duffy

7. Board Reports

5. President's Report

6. Audience Wishing to Address the Board

A. Committee of the Whole – Trustee Redmer

	 C. Association of Community College Trustees (ACCT) – Trustee D. Legislative – Trustee Rakow E. ECC Foundation – Trustee Ollayos F. Student Report – Student Trustee McVey 	McCreary	
		Rep	orts
8.	College Reports		1
	A. Personnel (December)		2
	B. Treasurer (November)		4
	College Reports Under Separate Cover		
	C. Institutional Advancement and ECC Foundation (December)D. Community Engagement and Legislative Affairs (December)E. Student Success / Equity, Diversity, and Inclusion (quarterly)		
	Acceptance of College Reports	Act	ions 1
9.	Consent Agenda Approval		
	A. Minutes of the Regular Board Meeting of December 13, 2022		2
	B. Closed Session Minutes of the Regular Board Meeting of		
	December 13, 2023		10
	C. Destruction of Audiotapes of Closed Sessions of May 3 and M	1ay 10, 2021	11
	D. Ratification of Report of Expenses		12
	E. Elgin Community College Investment Policy		13 22
	F. Ratification of 403b and 457b Service Agreement	مصمل ملائن	22
	G. Ratification of On-Campus Credit Union License Agreement w County Teachers Credit Union	vitri Kane	24
	H. Amendment to Board Policies: Governance Process (GP)		42
	I. Board In-State Travel to ICCTA		43

Elgin Community College District 509		Regular Board Meeting January 24, 2023	Board of Trustees	
J.	Purchases			
1. Architectural F		es – Internal Digital Signage Project	44	
	2. Moving & Stora	ge – Building H Renovation Project	45	
	3. Technology Equ	46		
	4. Zoom Room Eq	uipment Purchase	47	

10. Old Business

11. New Business

12. Adjournment

Next regular meeting: 6:30 p.m. Tuesday, March 14, 2023

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

To improve people's lives through learning.

Vision

To be the first choice for everyone to learn, grow, and dream in a culture that ensures access, advances innovation, and fosters success.

Philosophies

- Learning Learning is a lifelong process that empowers individuals
- Equity Equity is ensuring everyone receives what they need to be successful
- Diversity Diversity is all expressions of humanity
- Inclusion Inclusion is valuing what makes us unique
- Justice Justice is ensuring our structures and systems honor individual rights

Key Imperatives

Teaching and Learning Excellence Lifelong Connections ECC Experience Fortify Our Future

Shared Values

Excellence

We strive to offer the highest level of excellence in our programs and services to 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 a 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 innovation and inquiry flourish.

Ethical Practices

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

Accountability

As a public institution, we commit to making 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 committed to serving students, employees, and community members. The decisions and actions we undertake in carrying out our Vision derive from working cooperatively with all stakeholders.

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.

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 Cl School, Events Center and Visual & Performing Arts Center will be open as scheduled.

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

SPRING SEMESTER 2023

Wed., Jan. 4	Offices Reopen
Tues., Jan. 10 – Wed., Jan. 11	
Thurs., Jan. 12	
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	2 nd 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	

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

NOC	Board Policy Review Period (cont'd thru Jul)	Board adopts next fiscal year's budget including auxiliary business unit operating parameters and transfers Board retreats and conducts semi- annual self-evaluation and goal setting			ICCB RAMP (Operations & Maintenance) Grant Monitoring Report (Jan-Mar)	
MAY	Board presents and discusses President's	evaluation with the President Board seats newly elected trustees and re- organizes (in odd years)	vd: prepare	Finance finalizes and places next fiscal year's annual budget on display	Committee Representation Report (CELA)	
APR	Board seats student trustee	Board re-organizes (in even years) Board plans state lobby events (ICCTA) Board prepares President's evaluation	et Discussions and Adjustments Peric iews department budget requests to college budget for next fiscal year	iscal year based on		
MAR	fiscal year	Attorney reviews closed session minutes Board awards faculty tenure Board and College discuss budget considerations in preparation for budget adoption in budget adop	Budget Discussions and Adjustments Period: College reviews department budget requests to prepare college budget for next fiscal year	Departments estimate budgets for next fiscal year based on proposed goals	Grant Monitoring Report (Oct-Dec)	
FEB1	nning Period: Isiderations for next i	Board attends ACCT Legislative Sum mit	B Colleg	Departments estim proposed goals	Faculty Tenure Recommendations (TLSD)	
JAN	Board Goal Planning Period: Board articulates budgetary considerations for next fiscal year	Board adopts tuition for next fiscal year Board provides input regarding and considerations proposed for next fiscal year	t fiscal year	President sets goals for next fiscal year	Annual Insurance Report (Finance) Community Report (Communications)	
DEC	Board arti	Board adopts tax levy Board conducts semi-annual self- evaluation	Planning Period: , and budgets for nex	Budget Planning Period: Is, needs, and budgets for ne	College outilines budget projections for expected revenues and anticipated expenditures for mext fiscal year (e.g., capital outlay, staffing needs, and auxiliary operating parameters) College makes tuition recommendation for next fiscal year	
NOV	Board adopts course fees for next fiscal year to the total sear to the total sear to the total search to t		Goal and Budget Planning Period: Departments outline goals, needs, and budgets for next fiscal year	Finance places tax levy on display and prepares tax levy hearing	ECC Foundation Annual Report Grant Monitoring Report (iul-Sep)	
ОСТ	Board attends Congress n		Departmen	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 3 years	Update on General Education Assessment (TLSD) Performance Report/Effective- ness Indicators Update (Planning) Course and lab fees (TLSD)	
SEP	Attorney reviews closed session minutes		e riod: from previous year	TLSD & Finance recommend course fees for next fiscal year College summarizes performance on key indicators from previous year	Campus Crime Report (Clery Act) Faculty Tenure Recommendations (TLSD)	
AUG			Goal and Budget Review Period: Departments review accomplishments from previous year	Finance begins fiscal auditing activities for previous fiscal year	Vendor Report Grant Monitoring Report (Apr-Jun) ICCB Program Review Report from previous fiscal year (TLSD)	
JUL	Board Policy Review Period (cont'd from Jun)		Goal a Departments revie	College compiles annual accomplishments from previous year	Prevailing Wage Report (Finance)	
		Board Activities		səitivitəA əgəlloƏ	stroqeA betseggue snoitstneserq rof (tentoon breed newtoon)	

¹Committee 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 regular Board of Trustees activities. Report, the llinois 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)

February 6, 2023 (Monday) Board of Representatives Meeting, Washington DC inconjunction with ACCT NLS

March 10 – 11, 2023 Westin Chicago Lombard, Lombard, IL

May 2, 2023 (Tuesday) Board of Representatives Meeting, Springfield, IL – Location to be determined

May 3, 2023 Lobby Day, Springfield, IL

September 8 – 9, 2023 Board of Representatives Meeting, Springfield, IL – Location to be determined November 10 – 11, 2023 Board of Representatives Meeting, Chicago Marriott Schaumburg, IL

ICCTA ANNUAL CONVENTION:

June 2 – 3, 2023 Bloomington-Normal Marriott Hotel & Conference Center, Normal, IL

ICCTA REGIONAL AND OTHER MEETINGS:

January 18, 2023 South Suburban Region Meeting, SSC Oak Forest Campus, Oak Forest, IL
February 24, 2023 East Central Region Meeting, Heartland Community College, Normal, IL
March 24, 2023 West Central Region Meeting, SRC Macomb Outreach Center, Macomb, IL

August 18 – 19, 2023 Executive Committee Retreat, Joliet, IL

ILLINOIS COUNCIL OF COMMUNITY COLLEGE PRESIDENTS (ICCCP):

January 26 – 27, 2023 Heartland Community College, Normal, IL

March 9 – 10, 2023 Westin Chicago Lombard, Lomard, IL (Joint meeting & ICCCP meetings)

May 2, 2023 In conjunction with ICCTA Lobby Day, Springfield, IL – Location to be determined

June 1, 2023 Bloomington-Normal Marriott Hotel & Conference Center, Normal, IL

September 8, 2023 Springfield, IL – Location to be determined November 10, 2023 Chicago Marriott Schaumburg, Schaumburg, IL

ICCB MEETINGS:

January 27, 2023 Harry L. Crisp II Community College Center, Springfield, IL

March 24, 2023 Illinois Valley Community College, Oglesby, IL

June 2, 2023 Bloomington-Normal Marriott Hotel & Conference Center, Normal, IL

July 2023 Subject to Call

September 15, 2023 Richland Community College, Decatur, IL

December 1, 2023 Harry L. Crisp II Community College Center, Springfield, IL

IBHE MEETINGS:

 January 18, 2023
 TBD

 March 15, 2023
 TBD

 June 14, 2023
 TBD

 August 16, 2023
 TBD

 November 15, 2023
 TBD

ISAC MEETINGS:

April 13, 2023 Virtual or Chicago Site
June 22, 2023 Virtual or Chicago Site
September 21, 2023 Virtual or Chicago Site
December 7, 2023 Virtual or Chicago Site

ACCT/AACC EVENTS:

February 5 – 8, 2023 ACCT National Legislative Summit (NLS), Marriott Marquis, Washington, DC October 9 – 12, 2023 ACCT Leadership Congress, Aria Resort and Casino, Las Vegas, NV

OTHER DATES/MEETINGS:

April 4, 2023 Illinois consolidated election (including community college trustee elections)

April 27, 2023 Annual Phi Theta Kappa Banquet, President Abraham Lincoln Hotel, Springfield, IL

May 2, 2023 Last day for community college boards to conduct organizational meetings and seat

trustees elected on April 4

May 19, 2023 Scheduled adjournment of the Illinois General Assembly

August 24 – 25, 2023 Professional Administrative Assistants Conference, College of DuPage, Glen Ellyn, IL





ILLINOIS COMMUNITY COLLEGE SYSTEM

EXCEPTIONAL QUALITY

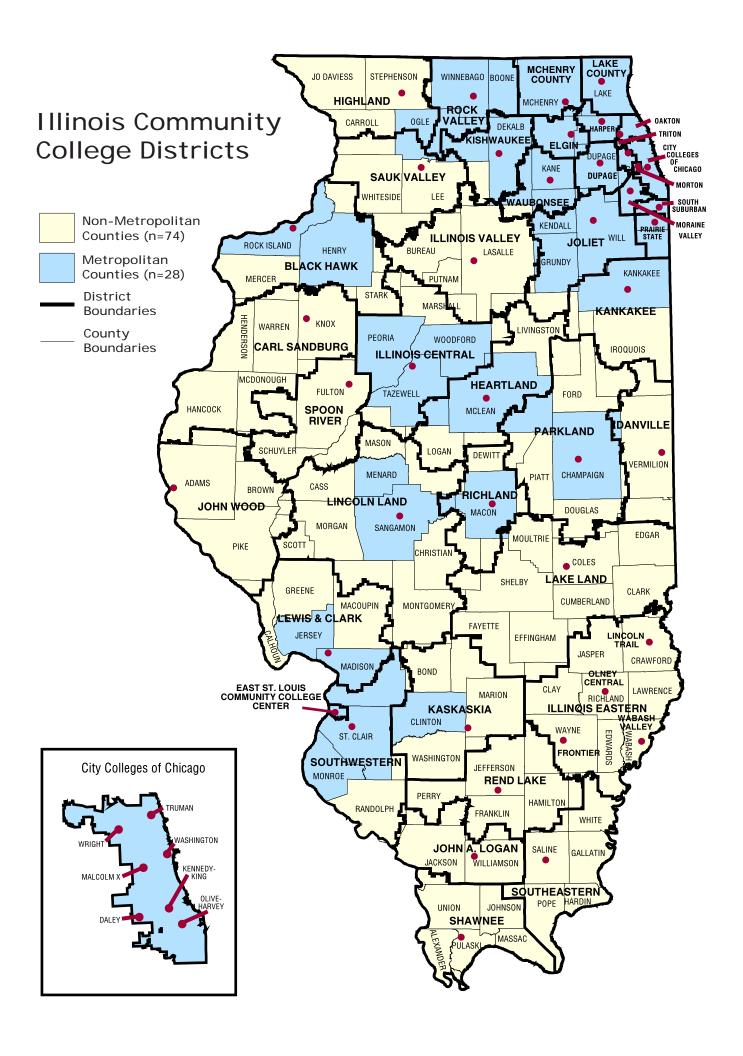
- Illinois is #1 in the nation in bachelor's degree completion rates among community college students who transfer (53.8 percent).
- Earning an Associate of Applied Science or long-term certificate from an Illinois community college adds more than \$570,000 in lifetime earnings.
- Nine out of 10 of the 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.





BUILDING

BUILDING

Early Childhood Lab School

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

BUILDING

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

BUILDING

- · Print Shop/Copy Center
- ECC Police

BUILDING

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

BUILDING

• Student Computer Lab

BUILDING

- College Transitions & Secondary Partnerships
- Spartan Auditorium

BUILDING

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

BUILDING

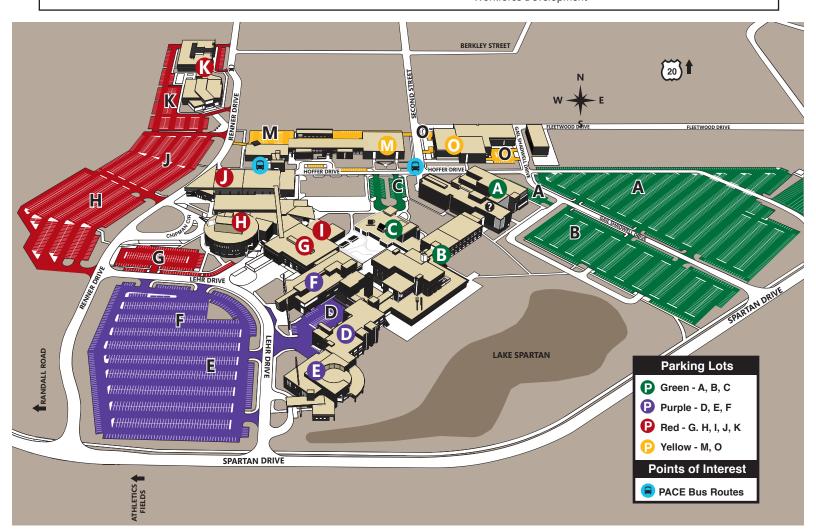
- · Culinary Arts Retail Store
- Spartan Terrace Restaurant

BUILDING

- Athletics
- · Fitness Center
- Gymnasium
- Walking Track

R 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



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 (December)
- B. Treasurer (November)

College reports/procedures presented under separate cover:

- C. Institutional Advancement and ECC Foundation (December)
- D. Community Engagement and Legislative Affairs (December)
- E. Student Success / Equity, Diversity, and Inclusion (quarterly)

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

PERSONNEL REPORT

First	Last	Action	Department and Position	Effective	Wage	Positio
Name	Name	Code	Department and Position		wage	n Class
Catherine	Mayer	NH	Director of Grants Research and Development	1/9/2023	\$74,000.00	16
Julia	Perez	NH	Registration Specialist II	1/9/2023	\$38,000.00	11
Tremayne	Simpson	NH	Director of Strategic Partnerships and Experiential Learning	1/9/2023	\$80,000.00	16
Jacquelyn	Staub	NH	Food Service Worker	12/12/2022	\$13.50	7
Tessa	Dimarzio	NH	Administrative Assistant III	1/9/2023	\$34,000.00	11
Rita	Adamitis	PA	Supervisor II of ABEC Operations	12/12/2022	\$29.84	14
Edward	Dawson	PA	Supervisor I of Scene Shop	12/12/2022	\$54,622.00	13
Jennifer	Loiacano	PA	Director of Spartan Ter Restaurant	12/12/2022	\$83,318.00	16
Lurana	Bain	PA	Director Massage Therapy and Health and Wellness Managing Programs	12/12/2022	\$92,000.00	16
Dane	Granholm	PA	Supervisor I of Box Office	12/12/2022	\$26.26	13
Marge	Scheller	PA	Human Resources Generalist	9/1/2022	\$75,590.00	15
Shimaa	Kamel	PA	Human Resources Coordinator	12/12/2022	\$44,733.00	12
Sushil	Morker	PA	Director of Business and Finance Information Systems	12/12/2022	\$100,408.00	217
Renee	Arcos	PF	Internship Coordinator IV	12/12/2022	\$57,589.00	15
Brittany	Mylott	PF	Academic Advisor	12/12/2022	\$52,354.00	14
Lourdes	Blacksmith	RFI	Associate Vice President of Student Services and Development	12/1/2022	\$172,620.00	20
Toya	Webb	RFI	CMCO and Government Relations Officer	12/1/2022	\$173,966.00	20
Marina	Kipnis	CG	Supervisor III of ESL	11/28/2022	\$33.00	15
Atif	Sayani	TRN	Senior Applications Developer II	1/9/2023	\$80,248.00	214
Ashley	Letteney	TRS	Academic Advisor	1/9/2023	\$56,212.00	14
Susan	Taylor-Demming	TRS	Executive Director of Institutional Advancement and ECC Foundation	12/12/2022	\$120,000.00	18
Irina	Delgenio	RES	Associate Dean of Liberal, Visual and Performing Arts	12/9/2022		
Elia	Feliciano	RES	Registration Specialist II	12/23/2022		
Jennifer	Kerr	RES	Manager of Constituent Relations	12/16/2022		

Key
NH - New Hire
PA - Pay Adjustment
PF - Part-time to Full-time
RFI - Return from Interim Appointment
CG- Change Employee Group
TRN - Transfer - New Grade/Group
TRS - Transfer - Same Grade/Group
RES - Resignation

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

HUMAN RESOURCES STAFFING REPORT

Catherine Mayer

Catherine Mayer joins Elgin Community College as the Director of Grants Research and Development. Catherine earned a Bachelor of Arts in Communication Studies from Olivet Nazarene University, a Master of Business Administration and a Master of Library and Information Science, both from University of Illinois Urbana Champaign. Catherine has over ten years of experience working as an academic library administrator and comes to the College from University of Illinois Urbana Champaign, where she served as a project consultant for consortium of academic and research libraries in Illinois.

Julia Perez

Julia Perez joins Elgin Community College as a Registration Specialist II. Julia earned a Bachelor of Science in Organization and Leadership Communication from Illinois State University. Julia has three years of experience in customer service. She comes to the College from DU-BRO Products Inc., where she served as a project manager.

Tremayne Simpson

Tremayne Simpson joins Elgin Community College as the Director of Strategic Partnerships and Experiential Learning. Tremayne earned a Bachelor of Arts in Communications, a Master of Education in Instructional Leadership, both from University of Illinois and a Doctorate in Higher Education Leadership from National Louis University. Tremayne is a higher education professional with extensive multi-discipline and leadership experience. Tremayne comes to the College from Midwestern Career College, where he served as the dean of online learning.

Jacquelyn Staub

Jacquelyn Staub joins Elgin Community College as a Food Service Worker. Jacquelyn earned an Associate Degree in Technical/Vocational Program from Harper College. Jacquelyn has over ten years of paralegal and administration experience. She comes to the College from Rotec Industries, Inc., where she served as an administrative professional.

Tessa Dimarzio

Tessa Dimarzio joins Elgin Community College as an Administrative Assistant III. Tessa earned an Associate of Arts from Elgin Community College. She comes to the College with over five years of customer service experience, serving most recently as a student worker in the Human Resources Department at Elgin Community College.

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

Investment Schedule As of November 30, 2022

Investment Schedule					As of November 30, 2022			
				Total				
	Purchase Date	Maturity Date	Percentage Yield	Maturity Value	Cost	Bank		
						*		
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	,	CIBC Bank USA/Private Bank - MI		
Certificate of Deposit	3/22/2021	3/22/2023	0.091%	249,954.09	,	Midland States Bank		
Certificate of Deposit	3/22/2021	3/22/2023	0.093%	249,661.02	· ·	Allegiance Bank Texas		
Certificate of Deposit	3/22/2021	3/22/2023	0.070%	249,949.44	,	CIBM Bank		
Certificate of Deposit	10/1/2021	4/3/2023	0.080%	249,800.22	•	Servisfirst Bank, FL		
Certificate of Deposit	10/1/2021	4/3/2023	0.081%	249,889.33	,	First Internet Bank of Indiana		
Certificate of Deposit	4/5/2021	4/5/2023	0.123% 0.100%	249,409.56	248,800.00			
Certificate of Deposit Certificate of Deposit	4/6/2021 4/7/2021	4/6/2023 4/7/2023	0.100%	4,258,504.78 2,004,004.81		BMO Harris Bank, NA BMO Harris Bank, NA		
Certificate of Deposit	10/28/2022	5/30/2023	4.250%	249,874.96		Winchester Savings Bank, MA		
Certificate of Deposit	7/5/2022	6/16/2023	2.837%	249,843.34		First Mid-Illinois Bank & Trust, IL		
Certificate of Deposit	7/7/2022	6/16/2023	2.771%	249,858.04		First Bank of Ohio, OH		
Certificate of Deposit	7/30/2021	7/31/2023	0.070%	249,852.28	,	First National Bank - Spearman, TX		
Certificate of Deposit	8/10/2021	8/10/2023	0.141%	249,398.85		North American Banking Company, MN		
Certificate of Deposit	8/17/2021	8/17/2023	0.104%	249,999.31		Customers Bank, NY		
Certificate of Deposit	11/30/2022	9/15/2023	4.622%	249,716.00	*	Bank 7, OK		
Certificate of Deposit	10/1/2021	10/2/2023	0.120%	249,698.67	•	Financial Federal Bank, TN		
Certificate of Deposit	9/30/2022	10/2/2023	4.130%	249,531.54	· ·	First National Bank, ME		
Certificate of Deposit	11/10/2020	11/10/2023	0.240%	249,688.23	•	Farmers and Merchants Union Bank		
Certificate of Deposit	7/30/2021	7/30/2024	0.201%	249,901.59	,	Patriot Bank - TN		
Certificate of Deposit	7/30/2021	7/30/2024	0.230%	248,804.59	•	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	9/6/2022	12/1/2022	2.757%	500,000.00	496,773.81	Treasury Bill		
Treasury Bills	9/16/2022	12/1/2022	3.103%	4,000,000.00	3,973,965.78	Federal Home Loan Discount		
Treasury Bills	9/9/2022	12/2/2022	2.820%	1,250,000.00	1,241,827.50	Federal Home Loan Discount		
Treasury Bills	9/29/2022	12/7/2022	3.122%	6,750,000.00	6,709,854.94	Federal Home Loan Discount		
Treasury Bills	6/24/2022	12/15/2022	2.092%	4,000,000.00	3,960,502.00	U.S. Treasury Note		
Treasury Bills	11/18/2022	12/29/2022	3.741%	3,000,000.00	2,987,447.17	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	10/14/2022	1/23/2023	3.646%	1,767,000.00	1,749,108.68	Federal Home Loan Discount		
Treasury Bills	9/29/2022	1/24/2023	3.404%	1,000,000.00	989,206.75	Cash MGMT Bill		
Treasury Bills	10/4/2022	1/27/2023	3.470%	250,000.00	247,259.17	Federal Home Loan Discount		
Treasury Bills	11/2/2022	1/27/2023	3.961%	3,000,000.00		Federal Home Loan Discount		
Treasury Bills	7/30/2021	1/30/2023	0.100%	249,000.00		Bankers Bank of Kansas		
Treasury Bills	7/30/2021	1/30/2023	0.070%	249,000.00		Live Oak Banking Company		
Treasury Bills	10/12/2022	2/3/2023	3.671%	1,011,000.00	· ·	Federal Home Loan Discount		
Treasury Bills	11/2/2022	2/21/2023	4.088%	2,500,000.00		U.S. Treasury Note		
Treasury Bills	11/7/2022	2/21/2023	4.111%	250,000.00	· ·	U.S. Treasury Note		
Treasury Bills	11/22/2022	2/24/2023	4.159%	750,000.00	*	Federal Home Loan Discount		
Treasury Bills	11/22/2022	2/28/2023	4.168%	250,000.00	· ·	U.S. Treasury Note		
Treasury Bills	6/24/2022	3/3/2023	2.592% 4.180%	1,750,000.00		Federal Home Loan Discount		
Treasury Bills	11/18/2022 6/30/2022	3/3/2023 3/15/2023	4.180% 2.596%	250,000.00 2,000,000.00	•	Federal Home Loan Discount U.S. Treasury Note		
Treasury Bills Treasury Bills	6/30/2022	3/15/2023	2.550%	500,000.00		U.S. Treasury Note U.S. Treasury Note		
Treasury Bills Treasury Bills	7/6/2022	3/15/2023	2.515%	500,000.00	· ·	U.S. Treasury Note U.S. Treasury Note		
Treasury Bills	11/22/2022	3/15/2023	4.251%	1,000,000.00	•	Federal Home Loan Discount		
Treasury Bills	3/30/2021	3/30/2023	0.100%	249,000.00	•	Parkway Bank & Trust Co.		
Treasury Bills	3/31/2021	3/31/2023	0.080%	249,000.00		Commonwealth Bus Bank CA		
Treasury Bills	10/14/2021	4/14/2023	0.060%	100,000.00	,	One Community Bank		
Treasury Bills	11/2/2021	4/30/2023	0.211%	1,250,000.00		U.S. Treasury Note		
Treasury Bills	7/6/2022	6/15/2023	2.680%	2,250,000.00		U.S. Treasury Note		
Treasury Bills	7/11/2022	6/15/2023	2.850%	1,500,000.00		U.S. Treasury Note		
Treasury Bills	7/11/2022	6/15/2023	2.810%	750,000.00		U.S. Treasury Note		
Treasury Bills	7/26/2022	6/15/2023	2.867%	1,000,000.00	· ·	U.S. Treasury Note		
Treasury Bills	12/13/2021	6/30/2023	0.390%	500,000.00	· ·	U.S. Treasury Note		
Treasury Bills	12/22/2021	6/30/2023	0.387%	500,000.00	•	U.S. Treasury Note		
Treasury Bills	11/22/2022	6/30/2023	4.512%	2,000,000.00	•	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		Community Bankers' Bank		
Treasury Bills	7/23/2021	7/24/2023	0.120%	249,000.00		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	9/29/2022	9/30/2023	4.085%	750,000.00	722,021.48	U.S. Treasury Note		
Treasury Bills	10/3/2022	9/30/2023	4.138%	500,000.00	· ·	U.S. Treasury Note		
Treasury Bills	10/4/2022	9/30/2023	4.111%	500,000.00	481,484.38	U.S. Treasury Note		
Treasury Bills	11/2/2021	10/31/2023	0.371%	1,000,000.00	1,000,078.13	U.S. Treasury Note		

ELGIN COMMUNITY COLLEGE DISTRICT 509

Investment Schedule As of November 30, 2022

	Dunahasa	Maturity	Domantaga	Total Moturity		
	Purchase Date	Maturity Date	Percentage Yield	Maturity Value	Cost	Bank
Treasury Bills	12/13/2021	12/31/2023	0.570%	250,000.00		U.S. Treasury Note
Γreasury Bills	12/22/2021	12/31/2023	0.549%	500,000.00		U.S. Treasury Note
Freasury Bills	1/11/2022	12/31/2023	0.740%	3,500,000.00	· ·	U.S. Treasury Note
Freasury Bills	1/11/2022	12/31/2023	0.323%	3,500,000.00		U.S. Treasury Note
Treasury Bills	3/26/2021	3/26/2024	0.301%	249,000.00		BMW Bank North America
Freasury Bills	3/19/2021	3/31/2024	0.180%	3,000,000.00		U.S. Treasury Note
Treasury Bills	3/23/2021	3/31/2024	0.185%	2,500,000.00		U.S. Treasury Note
reasury Bills	10/3/2022	3/31/2024	4.120%	750,000.00		U.S. Treasury Note
reasury Bills	10/6/2022	4/8/2024	4.100%	244,000.00	· ·	Morgan Stanley Bank
reasury Bills	10/11/2022	4/11/2024	4.100%	249,000.00		Wells Fargo Bank
reasury Bills	10/11/2022	4/11/2024	4.104%	244,000.00		Synovus Bank
reasury Bills	4/14/2021	4/15/2024	0.250%	249,000.00		Goldman Sachs Bank USA
reasury Bills	10/14/2022	4/15/2024	4.100%	249,000.00		First Carolina Bank
reasury Bills	4/6/2021	4/30/2024	0.260%	2,000,000.00		U.S. Treasury Note
reasury Bills	4/7/2021	4/30/2024	0.230%	1,500,000.00		U.S. Treasury Note
reasury Bills	7/1/2022	6/30/2024	2.840%	750,000.00		U.S. Treasury Note
reasury Bills	7/22/2021	7/15/2024	0.225%	1,742,000.00	· · · · · · · · · · · · · · · · · · ·	U.S. Treasury Note
reasury Bills	7/16/2021	7/16/2024	0.22370	249,000.00		Hanmi Bank
reasury Bills	8/5/2021	8/5/2024	0.310%	249,000.00		Toyota Financial SGS Bank
•	8/18/2021	8/15/2024	0.401%	750,000.00	· · · · · · · · · · · · · · · · · · ·	U.S. Treasury Note
reasury Bills		8/15/2024	0.272%			•
reasury Bills	8/20/2021			500,000.00		U.S. Treasury Note
reasury Bills	10/5/2022	10/7/2024	4.155%	244,000.00	· · · · · · · · · · · · · · · · · · ·	Capitol Bank
reasury Bills	10/6/2022	10/7/2024	4.205%	244,000.00		Morgan Stanley Bank
reasury Bills	10/7/2022	10/7/2024	4.160%	244,000.00		Tristate Capital Bank
reasury Bills	10/7/2022	10/7/2024	4.155%	244,000.00	· · · · · · · · · · · · · · · · · · ·	Synchrony Bank
reasury Bills	10/10/2022	10/10/2024	4.206%	244,000.00	· ·	Discover Bank
reasury Bills	11/2/2021	10/15/2024	0.647%	1,250,000.00		U.S. Treasury Note
reasury Bills	10/15/2022	10/15/2024	4.120%	249,000.00	*	United Bankers Bank
reasury Bills	10/25/2021	10/25/2024	0.360%	249,000.00		Belmont Bank & Trust Co
reasury Bills	10/29/2021	10/29/2024	0.350%	249,000.00	,	First General Bank
reasury Bills	12/15/2021	12/15/2024	0.855%	250,000.00		U.S. Treasury Note
reasury Bills	12/20/2021	12/15/2024	0.753%	500,000.00	· · · · · · · · · · · · · · · · · · ·	U.S. Treasury Note
reasury Bills	12/29/2021	12/30/2024	0.800%	249,000.00	*	UBS Bank USA
reasury Bills	1/18/2022	1/15/2025	1.070%	3,500,000.00		WI Treasury Note
reasury Bills	1/5/2022	1/31/2025	0.910%	250,000.00	· ·	U.S. Treasury Note
reasury Bills	1/10/2022	1/31/2025	1.042%	250,000.00	· ·	U.S. Treasury Note
reasury Bills	2/7/2022	2/15/2025	1.398%	250,000.00	· ·	U.S. Treasury Note
reasury Bills	3/22/2021	3/31/2025	0.476%	3,000,000.00		U.S. Treasury Note
reasury Bills	3/23/2021	3/31/2025	0.474%	2,500,000.00		U.S. Treasury Note
reasury Bills	4/6/2021	3/31/2025	0.550%	1,750,000.00		U.S. Treasury Note
reasury Bills	4/7/2021	4/30/2025	0.520%	1,250,000.00		U.S. Treasury Note
reasury Bills	3/22/2021	3/31/2026	0.718%	3,000,000.00		U.S. Treasury Note
reasury Bills	3/23/2021	3/31/2026	0.720%	2,250,000.00		U.S. Treasury Note
reasury Bills	4/6/2021	4/30/2026	0.830%	1,750,000.00		U.S. Treasury Note
reasury Bills	4/7/2021	4/30/2026	0.770%	1,250,000.00		U.S. Treasury Note
Ioney Market Funds	11/30/2022	11/30/2022	0.025%	900.10	900.10	LIQ General Fund #10896-101
Ioney Market Funds	11/30/2022	11/30/2022	0.051%	6,043,583.24	6,043,583.24	MAX General Fund #10896-101
Ioney Market Funds	11/30/2022	11/30/2022	0.051%	294,980.59	294,980.59	MAX Chiller Replacement #10896-215
Ioney Market Funds	11/30/2022	11/30/2022	0.051%	28,248.18	28,248.18	MAX Replace Ext Doors/Upgrade Sec. #10896-216
Money Market Funds	11/30/2022	11/30/2022	0.051%	784,886.32		MAX Campus Door Project #10896-217
Money Market Funds	11/30/2022	11/30/2022	1.000%	20,863,494.36		US Bank - IL Funds (01-00000-125000)

^{*}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 November 30, 2022

For the Months Ending November 30, 2022				Prior Yr	% of
	2023	Fiscal Year	% Actual	Nov. 30 2021	FY2022
	Budget	Actual	Budget	Actual	Budget
REVENUES	Duuget	Actual	Duugei	Actual	Duugei
Property Taxes	39,745,000	21,237,346	53.43%	19,577,523	49.04%
Local Grants and Contracts	37,743,000	1,648	33.4370	23,862	4.69%
Personal Property Replacement Tax	750,000	733,692	97.83%	439,778	79.96%
Illinois Community College Board	6,372,000	2,870,825	45.05%	2,530,989	42.42%
Student Tuition and Fees *	24,221,600	17,143,274	70.78%	17,525,188	75.78%
Payment Plan and Late Fees	155,000	66,650	43.00%	69,505	38.61%
Investment Income	500,000	174,223	34.84%	(181,153)	(22.64)%
Miscellaneous External Revenue	3,842,964	131,732	3.43%	101,363	3.00%
Miscellaneous Internal Revenue	3,042,704	-	- -	622	J.0070 -
TOTAL REVENUES	75,586,564	42,359,389	56.04%	40,087,675	53.86%
EXPENDITURES BY OBJECT					
Salaries	46,384,430	20,539,815	44.28%	19,546,868	41.81%
Employee Benefits	9,598,288	3,474,941	36.20%	3,407,193	36.55%
Contractual Services	4,042,978	1,730,511	42.80%	1,535,797	37.63%
General Material & Supplies	5,249,904	2,517,628	47.96%	1,950,294	44.10%
Professional Development	780,462	209,842	26.89%	132,479	18.98%
Fixed Charges	245,875	75,117	30.55%	74,980	41.49%
Utilities	1,300	552	42.48%	665	51.17%
Capital Outlay	2,236,687	384,059	17.17%	411,800	32.34%
Other	527,477	11,877	2.25%	78,569	28.43%
Waivers/Institutional Scholarships	450,000	200,132	44.47%	171,105	24.80%
TOTAL EXPENDITURES BY OBJECT	69,517,401	29,144,474	41.92%	27,309,750	40.34%
EXPENDITURES BY FUNCTION					
Instruction	33,115,071	14,009,736	42.31%	13,375,248	41.86%
Academic Support	10,089,171	4,942,014	48.98%	3,995,134	41.34%
Student Services	6,226,259	2,573,937	41.34%	2,529,825	39.70%
Public Services	707,622	179,054	25.30%	198,135	33.24%
Institutional Support	18,929,278	7,239,601	38.25%	7,040,303	38.21%
Institutional Waiver	450,000	200,132	44.47%	171,105	24.80%
TOTAL EXPENDITURES BY FUNCTION	69,517,401	29,144,474	41.92%	27,309,750	40.34%
Excess (deficiency) of revenues	6.060.160	12 21 4 01 5	212 400/	10 555 005	100.040/
over expenditures	6,069,163	13,214,915	212.49%	12,777,925	189.94%
OTHER FINANCING SOURCES (USES)					
Transfer to Capital Projects Fund	(4,400,000)	_	-	(4,400,000)	(100.00)%
Transfer to Food Service	-	_	_	-	-
Transfer to Production Services	_	_	_	_	_
Transfer to Student Life	(498,671)	(302,185)	60.60%	(191,669)	(34.32)%
Transfer to Athletics	(896,815)	(346,983)	38.69%	(293,995)	(33.08)%
Transfer to Early Childhood Lab School	(189,239)	(340,763)	36.0770	(273,773)	(33.00)/0
Transfer to LLL Continuing Education	(84,438)	-	-	-	-
Transfer to Corporate Education	(04,430)	-	-	-	-
	(6,060,162)	(640 169)		(1 005 ((1)	
TOTAL OTHER FINANCING SOURCES (USES)	(6,069,163)	(649,168)	-	(4,885,664)	
Excess (deficiency) of revenues over					
expenditures and other sources (uses)		12,565,747	-	7,742,261	
Fund Balance at beginning of year		46,440,691		54,732,140	
Fund Balance	\$ -	\$ 59,006,438		\$ 62,474,402	
	-	,,		·	

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

Tot the Months Ending November 30, 2022	2023 Budget	Fiscal Year Actual	% Actual Budget	Prior Yr Nov. 30 2021 Actual	% of FY2022 Budget
REVENUES					
Local Government Services:					
Property Taxes	\$ 12,270,000	\$ 6,331,590	51.60%	\$ 5,809,495	48.08%
State Government Services:					
Other Local Government (Hanover Park)	91,550	-	-	15,382	16.86%
Miscellaneous External Revenue	-	913	-	221	4.92%
Miscellaneous Internal Revenue	6,000	2,664	44.40%	-	-
Miscellaneous Internal Revenue (Security)	4,000	2,480	62.00%	42	1.12%
Building Rental External Revenue (Net Comps)	169,881	69,971	41.19%	34,302	32.94%
TOTAL REVENUES	12,541,431	6,407,618	51.09%	5,859,443	47.68%
EXPENDITURES BY OBJECT					
INSTITUTIONAL SUPPORT					
Salaries	4,356,029	1,816,608	41.70%	1,787,712	41.53%
Employee Benefits	921,520	348,509	37.82%	340,471	38.09%
Contractual Services	1,330,840	439,318	33.01%	407,997	38.27%
General Material & Supplies	639,348	307,764	48.14%	215,322	30.26%
Professional Development	3,600	(68)	(1.88)%	1,769	34.68%
Fixed Charges	592,500	411,812	69.50%	461,770	68.92%
Utilities	2,853,414	712,223	24.96%	909,329	31.45%
Capital Outlay	537,350	65,932	12.27%	95,926	21.35%
Other	7,800	-	-	-	-
TOTAL INSTITUTIONAL SUPPORT	11,242,401	4,102,098	36.49%	4,220,296	38.37%
CAMPUS SAFETY AND SECURITY					
Salaries	650,436	260,952	40.12%	263,031	41.11%
Employee Benefits	340,289	121,238	35.63%	132,873	46.72%
Contractual Services	52,754	9,388	17.80%	4,761	10.02%
General Material & Supplies	102,930	25,398	24.68%	17,073	21.89%
Professional Development	11,875	5,442	45.83%	1,106	20.39%
Other	140,746	4,339	-3.0370	44,616	18.91%
TOTAL CAMPUS SAFETY AND SECURITY	1,299,030	426,757	32.85%	463,461	35.89%
TOTAL CAMI US SAFETT AND SECURIT	1,277,030	420,737	32.0370	405,401	33.07 / 0
TOTAL EXPENDITURES BY OBJECT	12,541,431	4,528,855	36.11%	4,683,758	38.11%
EXPENDITURES BY FUNCTION					
Institutional Support	11,242,401	4,102,098	36.49%	4,220,296	38.37%
Campus Safety and Security	1,299,030	426,757	32.85%	463,461	35.89%
TOTAL EXPENDITURES BY FUNCTION	12,541,431	4,528,855	36.11%	4,683,758	38.11%
Excess (deficiency) of revenues					
over expenditures		1,878,763	-	1,175,685	
OTHER FINANCING SOURCES (USES)					
OTHER FINANCING SOURCES (USES) Transfer to O&M Facility Rental	(150,396)				
		-	-	-	-
Transfer from Other Funds TOTAL OTHER FINANCING SOURCES (USES)	150,396	<u> </u>	<u>-</u>	<u>-</u>	
TOTAL OTHER FRANCING SOURCES (USES)		-	-	-	
Excess (deficiency) of revenues over					
expenditures and other sources (uses)		1,878,763	-	1,175,685	-
Fund Balance at beginning of year	-	18,647,890	-	17,555,824	
Fund Balance	\$ -	\$ 20,526,653		\$ 18,731,509	
		· · · · ·		· · · · · ·	

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ELGIN COMMUNITY COLLEGE DISTRICT 509 CAPITAL PROJECT FUND

For the Wonth's Ending November 30, 2022				Prior Yr	% of
	2023 Budget	Fiscal Year Actual	% Actual to Budget	Nov. 13 2021 Actual	FY2022 Budget
REVENUES					
BABS Rebates	\$ 3,600,000	\$ -	_	\$ -	-
TOTAL REVENUES	3,600,000	-	-	-	-
EXPENDITURES BY OBJECT					
Contractual Services	743,259	392,403	189.41%	190,933	14.28%
Capital Outlay	7,256,741	1,077,676	673.18%	675,390	5.71%
TOTAL EXPENDITURES BY OBJECT	8,000,000	1,470,080	544.05%	866,323	6.58%
EXPENDITURES BY FUNCTION					
Institutional Support	8,000,000	1,470,080	544.05%	866,323	6.58%
TOTAL EXPENDITURES BY FUNCTION	8,000,000	1,470,080	544.05%	866,323	6.58%
Excess (deficiency) of revenues					
over expenditures	(4,400,000)	(1,470,080)	33.43%	(866,323)	6.58%
OTHER FINANCING SOURCES (USES)					
Transfers from Other Funds	4,400,000	_	_	4,400,000	_
TOTAL OTHER FINANCING SOURCES (USES)	4,400,000	-	-	4,400,000	_
Excess (deficiency) of revenues over					
expenditures and other sources (uses)		(1,470,080)	-	3,533,677	_
Fund Balance at beginning of year	-	53,481,330	-	47,832,600	-
Fund Balance	\$ -	\$ 52,011,250	-	\$ 51,366,277	

ELGIN COMMUNITY COLLEGE DISTRICT 509 BOND AND INTEREST FUND

For the Months Ending November 30, 2022					
				Prior Yr	% of
	2023	Fiscal Year	% Actual	Nov. 30 2021	FY2022
	Budget	Actual	to Budget	Actual	Budget
REVENUES			3		
Property Taxes	\$ 10,609,020	\$ 5,602,581	52.81%	\$ 4,526,836	45.81%
TOTAL REVENUES	10,609,020	5,602,581	52.81%	4,526,836	45.81%
EXPENDITURES BY OBJECT					
Fixed Charges	10,664,419	_	_	(375)	_
TOTAL EXPENDITURES BY OBJECT	10,664,419	-	-	(375)	_
EVDENDITUDES DV EUNSTION					
EXPENDITURES BY FUNCTION	10.661.110			(0.7.5)	
Institutional Support	10,664,419	-	-	(375)	
TOTAL EXPENDITURES BY FUNCTION	10,664,419	-	-	(375)	
Excess (deficiency) of revenues over					
expenditures and other sources (uses)	(55,399)	5,602,581	_	4,527,211	
Fund Balance at beginning of year		4,534,356	-	4,888,363	
Fund Balance	\$ (55,399)	\$ 10,136,937	-	\$ 9,415,574	_

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

					Pri	ior Yr	% of
	2023	Fis	scal Year	% Actual	Nov.	30 2021	FY2022
	Budget		Actual	to Budget	A	ctual	Budget
OPERATING REVENUES							
Miscellaneous Revenue	\$ 220,000	\$	132,134	60.06%	\$	94,947	60.48%
TOTAL REVENUES	220,000		132,134	60.06%		94,947	60.48%
OPERATING EXPENSES							
Salaries	117,650		49,241	41.85%		72,012	52.78%
Employee Benefits	19,557		5,294	27.07%		7,487	38.94%
Contractual Services	90,000		53,907	59.90%		33,283	48.31%
General Material & Supplies	67,600		8,422	12.46%		5,274	26.98%
Professional Development	-		-	-		-	-
TOTAL OPERATING EXPENSES	294,807		116,865	39.64%		118,057	48.32%
Excess (deficiency) of revenues							
over expenditures	(74,807)		15,269	(20.41)%		(23,109)	26.47%
OTHER FINANCING SOURCES (USES)							
Transfers from Education Funds	84,438		_	-		_	_
Transfers from Corporate Funds	55,369		-	_		_	_
TOTAL OTHER FINANCING SOURCES (USES)	139,807		-	-		-	_
Net Income (Loss)	65,000		15,269	-		(23,109)	
Retained Earnings at beginning of the year			(17,350)	-		(17,350)	
Retained Earnings	\$ 65,000	\$	(2,081)	-	\$	(40,459)	

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

For the Months Ending November 30, 2022					P	Prior Yr	% of
	2023	Fis	cal Year	% Actual	No	v. 30 2021	FY2022
	Budget	A	Actual	to Budget		Actual	Budget
OPERATING REVENUES							
Miscellaneous Revenue	\$ 275,000	\$	700	0.25%	\$	38,847	35.16%
TOTAL REVENUES	275,000		700	0.25%		38,847	35.16%
OPERATING EXPENSES							
Salaries	75,212		6,084	8.09%		25,648	13.01%
Employee Benefits	24,619		1,652	6.71%		4,051	24.11%
Contractual Services	1,000		500	50.00%		24,430	49.97%
General Material & Supplies	18,450		-	-		671	6.39%
Professional Development	350		-	-		300	54.55%
TOTAL OPERATING EXPENSES	119,631		8,237	6.89%		55,100	20.12%
Excess (deficiency) of revenues							
over expenditures	155,369		(7,537)	(4.85)%		(16,253)	9.95%
OTHER FINANCING SOURCES (USES)							
Transfers to Continuing Funds	(55,369)		-	-		-	-
TOTAL OTHER FINANCING SOURCES (USES)	(55,369)		-	-		-	-
Net Income (Loss)	100,000		(7,537)			(16,253)	
Retained Earnings at beginning of the year			14,096	-		-	
Retained Earnings	\$ 100,000	\$	6,559	\$ -	\$	(16,253)	-

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

For the Months Ending November 30, 2022				Prior Yr	% of
	2023	Fiscal Year	% Actual	Nov. 13 2021	76 01 FY2022
	Budget	Actual	to Budget		Budget
ODED ATING DEVENIES	Buaget	Actual	to buuget	Actual	Duaget
OPERATING REVENUES	Ф 2 201 <i>475</i>	Ф 1 020 72 0	46.770/	Ф 1 041 611	40.100/
Miscellaneous Revenue	\$ 2,201,475	\$ 1,029,520	46.77%	\$ 1,041,611	48.12%
Miscellaneous Internal Revenue	86,738	36,721	42.34%	52,634	67.48%
TOTAL REVENUES	2,288,213	1,066,241	46.60%	1,094,245	48.80%
OPERATING EXPENSES					
Salaries	308,152	98,915	32.10%	111,211	41.02%
Employee Benefits	71,998	16,841	23.39%	17,968	23.55%
Contractual Services	44,028	30,113	68.40%	31,234	70.94%
General Material & Supplies	1,800,000	1,449,177	80.51%	1,481,928	82.84%
Other	31,500	(539)	(1.71)%	444	1.43%
TOTAL OPERATING EXPENSES	2,255,678	1,594,507	70.69%	1,642,785	74.29%
Excess (deficiency) of revenues					
over expenditures	32,535	(528,266)	-	(548,540)	-
OTHER FINANCING SOURCES (USES)					
Transfers to Continuing Funds	_	_	_	_	_
TOTAL OTHER FINANCING SOURCES (USES)		_	_	_	
TOTAL OTHER TRANSPORTED (CSES)					
Net Income (Loss)	32,535	(528,266)	-	(548,540)	
Retained Earnings at beginning of the year		105,106	_	(203,718)	
Retained Earnings	\$ 32,535	\$ (423,160)	-	\$ (752,258)	_

ELGIN COMMUNITY COLLEGE DISTRICT 509 AUXILIARY SERVICES FUND, EARLY CHILDHOOD LAB SCHOOL

				Prior Yr	% of
	2023	Fiscal Year	% Actual	Nov. 30 2021	FY2022
	Budget	Actual	to Budget	Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$ 416,000	\$ 181,867	43.72%	\$ 107,421	37.26%
TOTAL REVENUES	416,000	181,867	43.72%	107,421	37.26%
OPERATING EXPENSES					
Salaries	467,269	162,621	34.80%	95,681	18.38%
Employee Benefits	83,285	20,996	25.21%	29,738	24.49%
Contractual Services	3,355	1,571	46.83%	769	20.99%
General Material & Supplies	51,330	26,628	51.88%	14,278	32.27%
Professional Development	-	99	-	60	-
TOTAL OPERATING EXPENSES	605,239	211,914	35.01%	140,526	20.37%
Excess (deficiency) of revenues	(189,239)	(30,047)	15.88%	(33,105)	8.24%
over expenditures		, ,		, ,	
OTHER FINANCING SOURCES (USES)					
Transfers from Other Funds	189,239	-	_	-	-
TOTAL OTHER FINANCING SOURCES (USES)	189,239	-	-	-	_
Net Income (Loss)		(30,047)		(33,105)	
Retained Earnings at beginning of the year		-	-	7,142	
Retained Earnings	\$ -	\$ (30,047)	-	\$ (25,963)	

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

				Prior Yr	% of
	2023	Fiscal Year	% Actual	Nov. 30 2021	FY2022
	Budget	Actual	to Budget	Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$ 668,366	\$ 227,400	34.02%	\$ 66,225	21.01%
Miscellaneous Internal Revenue	137,706	84,073	61.05%	26,237	21.71%
TOTAL REVENUES	806,072	311,472	38.64%	92,462	21.20%
OPERATING EXPENSES					
Salaries	347,416	127,826	36.79%	108,868	40.38%
Employee Benefits	65,423	19,784	30.24%	15,709	37.53%
Contractual Services	18,000	5,455	30.31%	2,206	31.09%
General Material & Supplies	356,980	164,076	45.96%	55,850	30.41%
Professional Development	150	61	40.60%	-	-
Other	_	4	-	(49)	90.77%
TOTAL OPERATING EXPENSES	787,969	317,206	40.26%	182,584	36.35%
Excess (deficiency) of revenues					
over expenditures	18,103	(5,733)	-	(90,121)	136.13%
OTHER FINANCING SOURCES (USES)					
Transfers From Other Funds	_	_	_	-	_
TOTAL OTHER FINANCING SOURCES (USES)	_	-	-	-	-
Net Income (Loss)	18,103	(5,733)	-	(90,121)	<u>-</u>
Retained Earnings at beginning of the year		(21,210)	_	(78,614)	
Retained Earnings	\$ 18,103	\$ (26,943)	-	\$ (168,735)	

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

				Prior Yr	% of
	2023	Fiscal Year	% Actual	Nov. 30 2021	FY2022
	Budget	Actual	to Budget	Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$ 598,213	\$ 126,618	21.17%	\$ 106,487	20.13%
Miscellaneous Internal Revenue	213,259	63,353	29.71%	74,781	42.27%
TOTAL REVENUES	811,472	189,971	23.41%	181,268	25.68%
OPERATING EXPENSES					
Salaries	212,949	45,792	21.50%	48,769	20.93%
Employee Benefits	13,999	6,118	43.71%	5,988	49.44%
Contractual Services	337,644	131,906	39.07%	55,276	16.06%
General Material & Supplies	123,921	28,597	23.08%	13,399	11.55%
Professional Development	22,550	4,805	21.31%	3,921	17.70%
Capital Outlay	69,612	42,016	60.36%	11,583	9.49%
Fixed Charges	5,000	930	18.60%	270	5.40%
TOTAL OPERATING EXPENSES	785,675	260,164	33.11%	139,206	16.29%
Excess (deficiency) of revenues					
over expenditures	25,797	(70,193)	-	42,062	-
OTHER FINANCING SOURCES (USES)					
Release of Fund Balance	-	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	_	-	-	-	
Net Income (Loss)	25,797	(70,193)	-	42,062	
Retained Earnings at beginning of the year		1,131,223	-	1,088,653	
Retained Earnings	\$ 25,797	\$ 1,061,030	-	\$ 1,130,715	

ELGIN COMMUNITY COLLEGE DISTRICT 509 AUXILIARY SERVICES FUND, PRODUCTION SERVICES

For the Months Ending November 30, 2022				Prior Yr	% of
	2023	Fiscal Year	% Actual	Nov. 30 2021	FY2022
	Budget	Actual	to Budget	Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$ 2,000	\$ 2,447	122.35%	\$ 150	21.81%
Miscellaneous Internal Revenue	346,262	226,026	65.28%	148,132	70.57%
TOTAL REVENUES	348,262	228,473	65.60%	148,283	70.41%
OPERATING EXPENSES					
Salaries	147,234	63,189	42.92%	61,850	69.21%
Employee Benefits	43,887	17,958	40.92%	17,590	59.96%
Contractual Services	2,160	_	-	666	45.05%
General Material & Supplies	52,500	24,132	45.97%	16,066	43.61%
Professional Development	100	_	-	-	-
Depreciation	12,381	-	-	-	-
Fixed Charges	90,000	30,941	34.38%	35,522	39.22%
TOTAL OPERATING EXPENSES	348,262	136,220	39.11%	131,693	50.61%
Excess (deficiency) of revenues					
over expenditures		92,253	-	16,589	-
OTHER FINANCING SOURCES (USES)					
Transfers from Other Funds	_	_	_	_	_
TOTAL OTHER FINANCING SOURCES (USES)	_	-	-	-	-
Net Income (Loss)		92,253	-	16,589	
Retained Earnings at beginning of the year		70,791	-	(36,270)	
Retained Earnings	\$ -	\$ 163,044	-	\$ (19,681)	

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

							Prior Yr	% of
	202	3	Fisca	al Year	% Actual	N	Nov. 13 2021	FY2022
	Budg	get	A	ctual	to Budget		Actual	Budget
OPERATING REVENUES								
Miscellaneous Revenue	\$	-	\$	1,582	-	\$	<u> </u>	
TOTAL REVENUES		-		1,582	-		-	
OPERATING EXPENSES								
Salaries	339,	094	1:	50,430	44.36%	6	137,763	41.65%
Employee Benefits	89,	263		36,747	41.179	6	33,833	37.48%
Contractual Services	10,	000		4,808	48.08%	6	-	-
General Material & Supplies	51,	879		34,498	66.50%	6	20,013	49.94%
Professional Development	7,	900		1,025	12.989	6	60	0.39%
Capital Outlay		535	,	76,259	14,254.029	6	-	-
TOTAL OPERATING EXPENSES	498,	671	3	03,767	60.28%	o	191,669	34.26%
Excess (deficiency) of revenues								
over expenditures	(498,	671)	(3	02,185)	60.60%	6	191,669	34.32%
OTHER FINANCING SOURCES (USES)								
Transfers from Other Funds	498,	671	30	02,185	60.60%	6	191,669	34.32%
TOTAL OTHER FINANCING SOURCES (USES)	498,	671	30	02,185	60.60%	6	191,669	34.32%
Net Income (Loss)		-		-	_		-	
Retained Earnings at beginning of the year	-	_		-	-		-	
Retained Earnings	\$	-	\$	-	-	\$	S -	-

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

				Prior Yr	% of
	2023	Fiscal Year	% Actual	Nov. 30 2021	FY2022
	Budget	Actual	to Budget	Actual	Budget
OPERATING REVENUES					
Miscellaneous Revenue	\$ -	\$ 1,175	-	\$ 1,975	
TOTAL REVENUES		1,175	-	1,975	
OPERATING EXPENSES					
Salaries	471,096	200,133	42.48%	189,203	41.08%
Employee Benefits	63,209	33,629	53.20%	24,644	32.20%
Contractual Services	82,500	29,662	35.95%	26,610	27.72%
General Material & Supplies	142,010	35,273	24.84%	34,414	24.70%
Professional Development	123,000	37,878	30.79%	18,930	23.09%
Fixed Charges	12,000	5,650	47.08%	115	0.57%
Capital Outlay	7,000	5,934	84.77%	2,054	14.46%
TOTAL OPERATING EXPENSES	900,815	348,158	38.65%	295,970	33.31%
Excess (deficiency) of revenues					
over expenditures	(900,815)	(346,983)	38.52%	(293,995)	33.08%
OTHER FINANCING SOURCES (USES)					
Transfers from Other Funds	896,815	346,983	38.69%	293,995	33.08%
TOTAL OTHER FINANCING SOURCES (USES)	896,815	346,983	38.69%	293,995	33.08%
Net Income (Loss)	(4,000)	-	-		
Retained Earnings at beginning of the year		(2,103)	-	(567)	-
Retained Earnings	\$ (4,000)	\$ (2,103)	-	\$ (567)	

ELGIN COMMUNITY COLLEGE DISTRICT 509 WORKING CASH

20. 0.0 1.20.0.0 2.4g 10.00 00, 20.2.	2023 Budget	Fiscal Year % Actual Actual to Budge		Prior Yr Nov. 30 2021 Actual	% of FY2022 Budget
REVENUES			8		
Interest	\$ 40,000	\$ 14,243	35.61%	\$ 18,130	30.22%
TOTAL REVENUES	40,000	14,243	35.61%	18,130	30.22%
EXPENDITURES BY OBJECT					
General Material & Supplies	_	-	-	-	_
TOTAL EXPENDITURES BY OBJECT	_	-	-	-	-
EXPENDITURES BY FUNCTION					
Institutional Support	_	_	-	-	-
TOTAL EXPENDITURES BY FUNCTION	_	-	-	-	-
Excess (deficiency) of revenues over					
expenditures and other sources (uses)	40,000	14,243	-	18,130	
Fund Balance at beginning of year		4,771,949	-	4,737,476	
Fund Balance	\$ 40,000	\$ 4,786,192	-	\$ 4,755,606	-

ELGIN COMMUNITY COLLEGE DISTRICT 509 AUDIT FUND

				Prior Yr	% of
	2023	Fiscal Year	% Actual	Nov. 13 2021	FY2022
	Budget	Actual	to Budget	Actual	Budget
REVENUES					
Property Taxes	\$ 168,764	\$ 52,235	30.95%	\$ 49,845	33.22%
TOTAL REVENUES	168,764	52,235	30.95%	49,845	33.22%
EXPENDITURES BY OBJECT					
Salaries	83,764	-	-	30,583	212.76%
Contractual Services	85,000	78,000	91.76%	55,000	154.55%
General Material & Supplies	-	-	-	20	-
TOTAL EXPENDITURES BY OBJECT	168,764	78,000	46.22%	85,603	175.31%
EXPENDITURES BY FUNCTION					
Institutional Support	168,764	78,000	46.22%	85,603	57.04%
TOTAL EXPENDITURES BY FUNCTION	168,764	78,000	46.22%	85,603	57.04%
Excess (deficiency) of revenues over					
expenditures and other sources (uses)		(25,765)	-	(35,758)	
Fund Balance at beginning of year		165,890	-	190,686	
Fund Balance	\$ -	\$ 140,125	-	\$ 154,928	_

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

	2023	Fiscal Year	% Actual	Prior Yr Nov. 30 2021	% of FY2022
	Budget	Actual	to Budget	Actual	Budget
REVENUES					
Local Government Services:					
Property Taxes	\$ 1,005,000	\$ 414,523	41.25%	\$ 300,577	33.21%
Miscellaneous External Revenue		-	-	2,451	-
TOTAL REVENUES	1,005,000	414,523	41.25%	303,027	33.48%
EXPENDITURES BY OBJECT					
INSTITUTIONAL SUPPORT					
Contractual Services	45,000	5,878	13.06%	10,013	5.13%
Fixed Charges	1,000,000	884,193	88.42%	883,364	92.99%
TOTAL INSTITUTIONAL SUPPORT	1,045,000	890,071	85.17%	893,377	78.02%
CAMPUS SAFETY AND SECURITY					
Salaries	631,183	261,732	41.47%	262,202	45.39%
TOTAL CAMPUS SAFETY & SECURITY	631,183	261,732	41.47%	262,202	45.39%
TOTAL EXPENDITURES BY OBJECT	1,676,183	1,151,804	68.72%	1,155,579	67.08%
EXPENDITURES BY FUNCTION					
Institutional Support	1,045,000	890,071	85.17%	893,377	78.02%
Campus Safety and Security	631,183	261,732	41.47%	262,202	45.39%
TOTAL EXPENDITURES BY FUNCTION	1,676,183	1,151,804	68.72%	1,155,579	67.08%
Excess (deficiency) of revenues over					
expenditures other sources (uses)	(671,183)	(737,281)		(852,551)	
Fund Balance Released from Reserved Fund Balance	671,183	-	-	<u>-</u>	
Fund Balance at beginning of year		2,901,450	-	3,668,627	
Fund Balance	\$ -	\$ 2,164,169	-	\$ 2,816,076	

ELGIN COMMUNITY COLLEGE DISTRICT 509 INTERNAL SERVICE FUND

	2023 Budget	Fiscal Year Actual	% Actual to Budget	Prior Yr Nov. 30 2021 Actual	% of FY2022 Budget
REVENUES					
Benefit Charges	\$ 12,214,714	\$ 4,489,146	36.75%	\$4,393,501	37.63%
TOTAL REVENUES	12,214,714	4,489,146	36.75%	4,393,501	37.63%
EXPENDITURES BY OBJECT					
Employee Benefits	12,214,714	4,187,123	34.28%	4,301,424	36.85%
TOTAL EXPENDITURES BY OBJECT	12,214,714	4,187,123	34.28%	4,301,424	36.85%
EXPENDITURES BY FUNCTION					
Institutional Support	12,214,714	4,187,123	34.28%	4,301,424	36.85%
TOTAL EXPENDITURES BY FUNCTION	12,214,714	4,187,123	34.28%	4,301,424	
Excess (deficiency) of revenues					
over expenditures		302,022	-	92,077	-
OTHER FINANCING SOURCES (USES)					
Transfers from Other Funds	-	-	_	-	_
TOTAL OTHER FINANCING SOURCES (USES)		-	-	-	-
Excess (deficiency) of revenues					
over expenditures other sources (uses)		302,022	-	92,077	
Fund Balance at beginning of year		(21,456,128)		(23,394,558)	
Fund Balance	\$ -	\$ (21,154,106)	-	\$ (23,302,481)	-

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 (December)
- B. Treasurer (November)

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

- C. Institutional Advancement and ECC Foundation (December)
- D. Community Engagement and Legislative Affairs (December)
- E. Student Success / Equity, Diversity, and Inclusion (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

MINUTES OF REGULAR BOARD MEETING DECEMBER 13, 2022

Recommendation

The administration recommends that the Board of Trustees approves the minutes of the regular board meeting held December 13, 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 DECEMBER 13, 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, December 13, 2022, in Building E, Room E100.01/Virtual.

1. Call to Order and Roll Call

Chair Rakow called the regular meeting to order at 5:47 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 and Student

Development; Dr. Wagner, VP, Business & Finance; Dr. Garber, VP, Planning, Institutional Effectiveness and 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 Rodriguez seconded the motion.

Roll-Call Vote: Aye, 6: Rakow, Redmer, Duffy, Nowak, Ollayos, Rodriguez; nay, 0;

Student Trustee McVey, aye; motion carried at 5:49 p.m.

3. Reconvene Open Session

The closed-session concluded at 6:21 p.m. The board reconvened in open session at 6:33 p.m. in E125, Seigle Auditorium in person and with a virtual connection.

4. Preliminary Matters

A. 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.

MINUTES OF REGULAR MEETING OF DECEMBER 13, 2022

Trustees absent: Dr. McCreary

ECC staff and Dr. Sam, President; Dr. Heinrich, VP Teaching, Learning and Student Others present: Development; Dr. Wagner, VP Business & Finance; Dr. Garber, VP

Planning, Institutional Effectiveness and Technology; Mr. Vazquez, General Counsel and Ms. Kerruish, Recorder; ECC staff and visitors.

B. Consideration of and Possible Actions on Any Requests for a Board Member's Electronic Participation in Meeting.

No considerations necessary at this meeting, as all trustees are in attendance.

C. Pledge of Allegiance

The Pledge of Allegiance was led by Student Trustee McVey.

D. Board Purpose

Trustee Ollayos read the Board Purpose.

5. President's Report

- Dr. Sam acknowledged Dr. Clark (ECCFA) and Ms. King (SSECCA) in the audience.
- ECC received the Certificate of Achievement for Financial Reporting from the Government Finance Officers Association of the United States and Canada for the fiscal year ending June 30, 2021. ECC has received this award annually since 2003.
- Commencement is this Saturday, December 17.
- Dr. Kyla Wegman, Dean of College Transitions and Secondary Partnerships was spotlighted.

6. Audience Wishing to Address the Board

The following audience members addressed the Board:

• Lori Clark, ECCFA president, offered comments regarding the things we should deem important as we approach the holidays.

7. Board Reports

A. Finance Committee

Trustee Nowak provided an overview of the Finance Committee meeting held Monday, December 12, 2022. The following items were discussed: FY22 Comprehensive Annual Financial Report; Internal Audit update; FY23 Financial update with COVID funds that remain to be used; Review of FY24 Budget and Capital Projects Priority; and reviewed the Investment Policy.

B. Committee of the Whole

Trustee Redmer provided an overview of the Committee of the Whole meeting held Monday, December 12, 2022. The following presentations were provided: ABEC Distance Learning Experience, Dr. Hobson; and On-Site Health Clinic Proposal, Mr. Ray. A construction update was provided by Dr. Wagner. Board Actions and items on the December 13, 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 Duffy shared that the next ICCTA meeting will be on March 10 and March 11, 2023, in Lombard, IL.

D. Association of Community College Trustees (ACCT)

Chair Rakow shared that the Annual ACCT Legislative Summit will be in Washington D.C. February 5-8, 2023.

E. Legislative

Chair Rakow provided the following updates: As a result of the 2020 Census and subsequent redistricting within District 509, ECC has nine additional districts. New district maps were included in the December packet. In early 2023 we will be inviting the new legislators to the College for meet and greets. Board members attending the National Legislative Summit will be sharing ECC's success stories and are preparing to ask for support for the new Respiratory Care Program. Illinois will receive \$86 million in federal funding to strengthen the state's public health workforce and infrastructure from the American Rescue Plan Act.

F. ECC Foundation

Trustee Ollayos reported the following: Scholar Day was a huge success with over 150 scholars and students attending. 66% of funds for the 2022-2023 academic year have been awarded. The Foundation has been awarded a \$40K JP Morgan Chase grant, as well as a \$25K grant from IMEC (Illinois Manufacturing Excellence Center). The Foundation Campaign Cabinet continues to play a strong leadership role as the campaign moves forward. Career Connections, formerly named The ECC Roundtable, hosted by the Alumni Engagement Network, is set for Thursday, February 2, 2023.

G. Student Report

Student Trustee McVey reviewed the written report included in the board book. She highlighted the Domestic Violence Awareness rally and Keynote Speaker; the Music Industry Workshop with The Arcadian Wild; the Art and Design Club activities for Dia de los Muertos; ECC Arts Center presentation of "Silent Sky"; the Honors in Action Recess Day; the Phi Theta Kappa Induction Ceremony on November 16th; several of the International week events; the free legal clinics; and the HIV testing event.

H. Board Action No. 096-A-23, Acceptance of Written College Reports

- A. Personnel (November)
- B. Treasurer (October)
- C. Student (November)

College Reports Under Separate Cover

- D. Institutional Advancement and ECC Foundation (November)
- E. Community Engagement and Legislative Affairs (November)
- F. Marking & Communications (quarterly)

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

Motion: Trustee Redmer moved to accept the college reports.

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

8. 2022 Tax Levy Hearing

The public hearing regarding the adoption of the 2022 tax levy was opened at 6:56 p.m. Chair Rakow asked if there was anyone present wishing to comment on the tax levy. There was no response to this request; and no comments followed the second and third requests for comments. The public hearing was closed at 6:57 p.m.

9. Resolution to Adopt Property Tax Levy, 2022

Motion: Trustee Rodriguez moved to approve the resolution to adopt Property

Tax Levy, 2022.

Second: Trustee Duffy seconded the motion.

Trustee Nowak pointed out that this is the third year in a row that the Board has voted to not increase taxes or tuition for students. Chair Rakow agreed that a 0% increase will help the communities within our district.

Roll-Call Vote: Aye, 6; Rakow, Redmer, Duffy, Nowak, Ollayos, Rodriguez; nay, 0;

Student Trustee McVey, aye; motion carried

10. Consent Agenda

Chair Rakow removed the following items from the consent agenda:

- F. Board Action No. 103-F-23, Annual Comprehensive Financial Reports Fiscal Year 2022
- K. Board Action No. 108-F-23, Tuition for Fiscal Year 2024
- L. Board Action No. 109-A-23, Resolution Adopting an Indigenous Land Acknowledgement

Chair Rakow read the following consent agenda items:

- A. Board Action No. 098-A-23, Minutes of the Regular Board Meeting of November 15, 2022
- B. Board Action No. 099-A-23, Closed Session Minutes of the Regular Board Meeting of November 15, 2022
- C. Board Action No. 100-A-23, Destruction of Audiotapes of Closed Session of April 12, 2021
- D. Board Action No. 101-F-23, Ratification of Report of Expenses
- E. Board Action No. 102-F-23, Ratification of Board of Trustee Travel Expenses
- G. Board Action No. 104-A-23, Application for Permanent Curriculum Approval: Associate of Applied Science Degree in Respiratory Care
- H. Board Action No. 105-A-23, Dual Credit Programs Memorandums of Understanding Between Community Unit School Districts No. 300, 303, U-46, Einstein Academy, Northern Kane Educational Corp., and Community College District No. 509

- I. Board Action No. 106-A-23, Intergovernmental Agreement Between Community College District No. 509 and the Illinois Department of Juvenile Justice
- J. Board Action No. 107-F-23, Instructional Fee Recommendations for Fiscal Year 2024
- M. Board Action No. 110-A-23, Trustees' Out-of-State Travel to 2023 ACCT National Legislative Summit

N. Purchases

- 1. Board Action No. 111-I-23, Web-Based Virtual Simulation and Proctored Nursing Licensure Preparation Exams, authorizes the administration to enter into a contract with Elsevier, Inc. (Houston, TX) for web-based virtual simulations and proctored nursing licensure preparation exams for the nursing program in the amount not to exceed \$31,872.
- 2. Board Action No. 112-I-23, Welding Metal Supplies Purchase, authorizes the administration to purchase metal supplies for the welding program from Arnell Steel Supply (Villa Park, IL), the lowest responsible bidder, in an amount not to exceed \$50,000 annually. This agreement will be for three (3) years with the option to renew for two (2) additional, one (1) year periods.

O. Personnel

- 1. Board Action No. 113-A-23, Administrative Assistant II, Ms. Barbara R. Liebrecht
- 2. Board Action No. 114-P-23, Assistant Professor I of English Composition, Mr. Patrick Carberry
- 3. Board Action No. 115-P-23, Assistant Professor II of Physics, Dr. Richard Jesik
- 4. Board Action No. 116-P-23, Instructor of Chemistry, Dr. Erin Kerwood
- 5. Board Action No. 117-P-23, Instructor of Medical Imaging, Mr. Matt Rederer
- 6. Board Action No. 118-P-23, Temporary Full-Time Instructor of Truck Driving, Ms. Sharla Suggs
- 7. Board Action No. 119-P-23, Temporary Full-Time Instructor of Surgical Technology, Ms. Kendra Phipps
- 8. Board Action No. 120-P-23, Extension, Temporary Full-Time Assistant Professor II of Business, Dr. Mae Hicks Jones
- 9. Board Action No. 121-P-23, Sabbatical Leave for Academic Year 2023-2024, Dr. David Zacker

Motion: Trustee Ollayos 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. Board Action No. 103-F-23, Annual Comprehensive Financial Reports Fiscal Year 2022

Motion: Trustee Redmer moved to approve the agenda item as presented.

Second: Trustee Duffy seconded the motion.

Trustee Rodriguez offered kudos to Dr. Wagner and her staff for another clean audit.

Roll-Call Vote: Aye, 6; Rakow, Redmer, Duffy, Nowak, Ollayos, Rodriguez; nay,

0; Student Trustee McVey, aye; motion carried.

K. Board Action No. 108-F-23, Tuition for Fiscal Year 2024

Motion: Trustee Ollayos moved to approve the agenda item as presented.

Second: Trustee Nowak seconded the motion.

Chair Rakow highlighted the importance of being able to provide the community an affordable education. It has been very important to the trustees to provide a flat tuition for the 6th consecutive year.

Roll-Call Vote: Aye, 6; Rakow, Redmer, Duffy, Nowak, Ollayos, Rodriguez; nay,

0; Student Trustee McVey, aye; motion carried.

L. Board Action No. 109-A-23, Resolution Adopting an Indigenous Land Acknowledgement

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

Second: Trustee Nowak seconded the motion.

Professor Ramirez thanked his students for being at the Board meeting and stated that this is a living document, it's just the beginning of their work.

Trustee Nowak would like for there to be more community involvement prior to adopting the acknowledgement, such as town halls or suggesting that it be a referendum question. Discussion regarding the timing of adopting the land acknowledgement was held. Trustee Duffy, Trustee Ollayos, Chair Rakow all agree that adopting the acknowledgement will be a great first step and that moving forward there will be educational engagement opportunities for the community. Dr. Sam reconfirmed that this is a first step.

Motion: Trustee Nowak moved to table this item for a later date.

Second: There was no second, motion failed.

Motion: Trustee Rodriguez affirmed the original motion to approve the

agenda item as presented.

Second: Trustee Redmer seconded the motion.

Roll-Call Vote: Aye, 5; Rakow, Redmer, Duffy, Ollayos, Rodriguez; nay, 1;

Nowak; Student Trustee McVey, aye; motion carried.

11. Old Business

Trustee Ollayos expressed her excitement for the approved respiratory care degree. Dr. Sam spoke with the local hospitals and we have their support. This is another indication of our responsiveness to the community and due to accreditation approval, we hope to have the degree available by Fall 2024.

12. New Business

There is no new business discussed.

13. Adjournment

Motion: Trustee Nowak 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

7:16 p.m.

John Duffy, MSEd, Board Secretary	Diane Kerruish, Board Recorder

MINUTES OF CLOSED SESSION OF BOARD MEETING DECEMBER 13, 2022

Recommendation

The administration recommends that the Board of Trustees approves the minutes of the closed session of the regular board meeting held December 13, 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 MEETING MAY 3 AND MAY 10, 2021

Recommendation

The administration recommends that the Board of Trustees approves the destruction of the verbatim audiotapes of the closed session of May 3 and May 10, 2021 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 December 2022. (Reports provided under separate cover.)

No Trustee travel was reported for the month of December 2022.

Dr. David Sam, President

Background

The enclosed Report of Expenses identifies the vendors that have been paid during December 2022 in the amount of \$3,741,995.98.

ELGIN COMMUNITY COLLEGE INVESTMENT POLICY

Recommendation

The administration recommends that the Board of Trustees approves the Elgin Community College's Investment Policy as reviewed and approved at the Board of Trustee's December 12, 2022 Finance Committee Meeting as presented.

Dr. David Sam, President

Background

The administration presented at the Monday, December 12, 2022 Board of Trustee Finance Committee Meeting an amended Investment Policy for review and consideration. The revisions made are in tracked change format and can be found in section C.3 and section E.1.

Funding Source: Education Fund

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

ADMINISTRATIVE PROCEDURE 2.304

References Board of Trustees Policy: EP 1

Subject: Investment of College Funds

Adopted: December 10, 2002

Amended: January 27, 2009; August 9, 2011; April 9, 2015; December 23, 2015,

December 10, 2018, December 12, 2022

Review: This procedure will be reviewed by the Vice President for Business

and Finance by December 30 of each year.

A. <u>Scope</u>

This investment procedure applies to all funds of the College. These funds are accounted for in the College's annual financial report and includes all current funds, and any other funds that may be created from time to time. All transactions involving the College's funds and related activity of any funds shall be administered in accordance with the provisions of this procedure and the canons of the "prudent person rule".

B. Objectives

- 1. Safety of Principal Investments shall be undertaken in a manner that seeks to ensure the preservation of principal in the overall portfolio. To attain this objective only appropriate investment instruments will be purchased and insurance or collateral may be required to ensure the return of principal.
- 2. Liquidity The College's investment portfolio shall be structured in such manner as to provide sufficient liquidity to pay obligations as they come due.
- 3. Return on Investment -The investment portfolio shall be designed to attain an average annual rate of return equal to or greater than the U.S. Treasury Bill rate for a given period of time for the average weighted maturity of the College's investments, taking into account the risk constraints, the cash flow characteristics of the portfolio, and legal restrictions for return on investments.
- 4. Maintaining the Public's Trust The investment officers shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the College, the Board, or the Treasurer.

C. Investment Instruments

The College may invest its funds only in those instruments listed below:

- 1. Bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued by the United States of America, its agencies and allowable instrumentalities.
- 2. Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of such money market mutual fund is limited to obligations described in item C.1 above and agreements to repurchase such obligations. The College will only invest in AAA rated money market mutual funds.
- 3. Interest bearing bonds of any county, township, city, village, incorporated town, municipal corporation, or school district, of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law. The bonds shall be rated at the time of purchase within the 4 highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.
- 4. Interest bearing savings accounts, interest bearing certificates of deposit or interest bearing time deposits, or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act.
- 5. Certificates of deposit with federally insured institutions that are collateralized or insured at levels acceptable to the College in excess of the coverage provided by the Federal Deposit Insurance Corporation.
- 6. Collateralized repurchase agreements which conform to the requirements stated in paragraph 2(g) or 2(h) of the Public Funds Investment Act.
- 7. Obligations of corporations meeting the following requirements:
 - a) The corporation must be organized in the United States.
 - b) The corporation's assets must exceed \$500,000,000.
 - c) The obligations at the time of purchase must be rated within the two highest classifications by at least two of the four standard rating services (Standard and Poor's, Duff and Phelp's, Moody's and Fitch Investors Service).
 - d) The obligations cannot have a maturity longer than three years from the date of purchase.
 - e) Not more than 33% of the total investment fund can be invested in short-term obligations of corporations at any time.
 - f) The total investment in any one corporation cannot exceed 10% of the corporation's outstanding obligations.

- g) The total investment in any one corporation cannot be more than one million dollars.
- 8. The Illinois Public Treasurer's Investment Pool.
- 9. Investments may be made only in those savings banks or savings and loan associations the shares, or investment certificates of which are insured by the Federal Deposit Insurance Corporation.
- 10. Illinois School District Liquid Asset Fund (authorized by Section 3-47 of the *Public Community College Act*).
- 11. Investment products that are considered as derivatives are specifically excluded from approved investments.
- 12. Any investment as authorized by the Public Funds Investment Act, and Acts amendatory thereto.

D. Diversification

It is the policy of the College to diversify its investment portfolio. Investments shall be diversified to eliminate the risk of loss resulting in over concentration in a specific maturity, issuer, or class of securities. Diversification strategies shall be determined and revised periodically by the Treasurer. The diversification shall be as follows:

- a) Up to 100% of C.1, C.2, C.8.
- b) Up to 90% of C.4, C.5, C.9, C.10.
- c) Up to 33% of C.3, C.6, C.7, C12.

E. Collateralization

- 1. It is the policy of the College to require that <u>all</u> time deposits in excess of FDIC insurable limits, <u>including time deposits</u>, be <u>collateralized secured</u> by <u>pledged securities collateral</u> (102110%), Federal Home Loan Bank letter of credit (1002%), or private insurance (1002%) to protect public deposits in a single financial institution if it were to default. For time deposits, pledged securities, Federal Home Loan Bank letters of credit and private insurance collateralization percent calculations should be made using principal plus expected interest through maturity.
- 2. Eligible collateral instruments are any collateral instruments acceptable under the Act. The collateral must be placed in safekeeping at or before the time the College buys the investments so that it is evident that the purchase of the investment is predicated on the securing of collateral.
- 3. Safekeeping of Collateral

- a) Third party safekeeping is required for all collateral. To accomplish this, the securities must be held at one of more of the following locations:
 - 1) at a Federal Reserve Bank or its branch office;
 - 2) at another custodial facility in a trust or safekeeping department through book-entry at the Federal Reserve;
 - 3) by an escrow agent of the pledging institution; or
 - 4) by the trust department of the issuing bank.
- b) Safekeeping will be documented by an approved written agreement between the Board of Trustees and the governing board of the bank that complies with FDIC regulations. This may be in the form of a safekeeping agreement.
- c) Substitution or exchange of securities held in safekeeping for the College can be approved exclusively by the Treasurer, and only if the market value of the replacement securities is equal to or greater than the market value of the securities being replaced.

F. Safekeeping of Securities

- 1. Third party safekeeping is required for all securities and commercial paper. To accomplish this, the securities must be held only at one or more of the following locations:
 - a) at a Federal Reserve Bank or its branch office;
 - b) at another custodial facility, which shall be a trust or safekeeping department through book-entry at the Federal Reserve, unless physical securities are involved; or
 - c) in an insured account at a primary reporting dealer.
- 2. Safekeeping will be documented by an approved written agreement between the Board of Trustees and the holder of the securities. This may be in the form of a safekeeping agreement, trust agreement, escrow agreement or custody agreement.
- 3. Original certificates of deposits will be held by the originating bank. A safekeeping receipt will be acceptable documentation.

G. Qualified Financial Institutions and Intermediaries

1. Depositories - Demand Deposits

- a) Any financial institution selected by the College shall provide normal banking services, including, but not limited to: checking accounts, wire transfers, and safekeeping services.
- b) The College will not maintain funds in any financial institution that is not a member of the FDIC system. In addition, the College will not maintain funds in any institution that does not first agree to post required collateral for funds or purchase private insurance in excess of FDIC insurable limits and in amounts acceptable to the College.
- c) To qualify as a depository, a financial institution must furnish the Treasurer with copies of the latest two statements of condition, which it is required to furnish to the Comptroller of Currency as the case may be. While acting as a depository, a financial institution must continue to furnish such statements to the Treasurer annually.
- d) Fees for banking services shall be mutually agreed to by an authorized representative of the depository bank and the Treasurer on an annual basis. Fees for services shall be substantiated by a monthly account analysis.
- e) Each financial institution acting as a depository for the College must enter into a depository agreement with an authorized college official that incorporates this policy by reference.

2. Banks and Savings and Loans - Certificates of Deposits

Any financial institution selected to be eligible for the College's competitive certificate of deposit purchase program must:

- a) provide wire transfer and certificate of deposit safekeeping services;
- b) be a member of the FDIC system and be willing and capable of posting required collateral or private insurance for funds in excess of FDIC insurable limits and in amounts required by the College; and
- c) meet at all times the financial criteria as established in the investment procedures of the College.

3. Intermediaries

Any financial intermediary selected to be eligible for the College's competitive investment program must:

a) provide wire transfer and deposit safekeeping services;

- b) maintain appropriate federal and state registrations for the type of business in which they are engaged;
- c) provide an annual audit upon receipt
- d) maintain an office within the State of Illinois and be licensed to conduct business in this State; and
- e) be familiar with the Board of Trustee's policy and accept financial responsibility for any investment not appropriate according to the policy.

H. Management of Program

- 1. Management responsibility for the investment program is hereby delegated to the Treasurer and Assistant Vice President, Business and Finance, who shall establish a system of internal controls and written operational procedures designed to prevent losses of funds that might arise from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the entity. Such procedures shall include explicit delegation of authority to persons responsible for the execution under the direction of the Treasurer of specific financial transactions, including: investment transactions; check signing, check reconcilement, deposits, bond payments, report preparation and wire transfers. No person may engage in any investment transaction except as provided for under the terms of this policy. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.
- 2. The following individuals are authorized to purchase and sell investments, authorize wire transfers, authorize the release of pledged collateral, and to execute any documents required under this procedure:
 - a) Treasurer
 - b) Assistant Vice President, Business and Finance
 - c) Managing Director of Accounting and Grant Compliance

These documents include:

- 1) Wire Transfer Agreement
- 2) Depository Agreement
- 3) Safekeeping Agreement
- 4) Custody Agreement
- 5) Collateral Agreement

- 3. The wording of agreements necessary to fulfill the investment responsibilities is the responsibility of the Treasurer who shall periodically review them for their consistency with College policy and State law and who shall be assisted in this function by the Assistant Vice President, Business and Finance, College legal counsel and auditors. These agreements include but are not limited to:
 - a) Wire Transfer Agreement
 - b) Depository Agreement
 - c) Safekeeping Agreement
 - d) Custody Agreement
 - e) Collateral Agreement
- 4. The Treasurer may use financial intermediaries, brokers, and/or financial institutions to solicit bids for securities and certificates of deposit. The Treasurer or any financial intermediaries, brokers, and or financial institutions will make every effort to solicit bids for investments from financial institutions which have made an effort to qualify as a depository and have a presence in District 509. These intermediaries shall meet the criteria set forth in Section G.3 above and shall be approved by the Board of Trustees.
- 5. All wire transfers made by the Treasurer shall require a secondary authorization by the Assistant Vice President, Business and Finance or Managing Director of Accounting and Grant Compliance.
- 6. The Treasurer shall be further authorized to enter into joint investment agreements as authorized under Section 8-7 of the Code.

I. Performance

The Treasurer will seek to earn a rate of return appropriate for the type of investments being managed given the portfolio objectives defined in Section B of this document for all funds. In general, the Treasurer will strive to earn an average annual rate of return equal to or greater than the U.S. Treasury Bill rate for a given period of time for the average weighted maturity of the College's investments.

J. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Further, except as permitted under Section 3.2 of the Public Officer Prohibited Practices Act, no officer involved in the investment process shall have any

interest in, or receive any compensation from, any investments in which the College is authorized to invest, or the sellers, sponsors or managers of those investments.

K. Indemnification

Investment officers and employees of the College acting in accordance with this Investment Procedure and such written operational policies as may be established by the College, and who otherwise exercise due diligence and act with reasonable prudence, shall be relieved of personal liability for an individual security's credit risk or market changes.

L. Reporting

The Treasurer shall submit to the Board of Trustees a monthly investment report, which shall include information regarding securities in the portfolio by class or type, book value, income earned, and market values as of the report date. Generally accepted accounting principles shall be used for valuation purposes. The report shall indicate any areas of policy concern and planned revision of investment strategies.

M. Amendment

This procedure shall be reviewed from time to time by the Treasurer with regards to the procedure's effectiveness in meeting the College's needs for safety, liquidity, rate of return, diversification, and general performance. Any substantive changes will be adopted by the Board of Trustees.

RATIFICATION OF 403b AND 457b SERVICE AGREEMENT

Recommendation

The administration recommends that the Board of Trustees ratifies the One America service agreement to provide 403(b) and/or 457(b) accounts for Elgin Community College employees who make voluntary pre-tax contributions.

Dr. David Sam, President

Background

The purpose of this agreement is for the College to provide a 403(b) or 457(b) option for Elgin Community College employees with prudent fees assessed by the plan provider to pre-tax payroll deductions. After the College's fiduciary adviser conducted a thorough review, it was determined that One America's plan provided prudent fees as well as a full-service to plan participants. The College's fiduciary adviser will assist employees in the College's transition from current plan providers to the One America plan. The anticipated completion of the plan transition to One America is during 2023.

Funding Source: Education Fund

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

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

Elgin Community College

Letter of Intent

The completion of this document indicates your intent to do business with OneAmerica®. A service agreement outlining the final agreed upon fee schedule and services will be sent to you during the transition process.

This document also indicates your intent to provide all requested documentation listed on the attached Transition Checklist, the preliminary fund selections, and executed new account agreements to OneAmerica®.

Primary Plan Contact Name:	Lesia Gemelli				
Primary Plan Contact Title: _	Director of Employee Benefit	ts			
Email: LGemelli@elgi	n.edu	Phone:	847-214-7125		
I have reviewed the proposal and fee schedule and hereby authorize OneAmerica® to begin the plan transition. I am aware of the requested documents, plan records, fund selections, and new account agreements and that additional information may be requested as the transition progresses. December 21, 2022					
Signature		D	ate		

IMPORTANT: It is highly recommended that you submit these documents and records as soon as possible in order to secure a Proposed Transition Date. Transition dates are filled in the order that all required documentation is received.

OneAmerica® is unable to reserve your transition date until we receive all requested plan documents and records as well as the initial fund selections and signed New Account Agreements. New Account Agreements will be provided for signature upon receipt of the requested documentation on the attached Transition Checklist.

Note: The plan must execute New Account Agreements—a New Business Agreement, Services Agreement and Fee Disclosure, and other documents—which will govern the terms and conditions of our relationship.

OneAmerica is the marketing name for the companies of OneAmerica. Products issued and underwritten by American United Life Insurance Company® (AUL), a OneAmerica company. Administrative and recordkeeping services provided by McCready and Keene, Inc. or OneAmerica Retirement Services LLC, companies of OneAmerica which are not broker/dealers or investment advisors. Group annuity contracts are issued by AUL and registered variable annuity products are distributed by OneAmerica Securities, Inc., a Registered Investment Advisor, Member FINRA, SIPC, One American Square, Indianapolis, IN 46282, 1-877-285-3863. Neither AUL, OneAmerica Retirement Services, McCready and Keene nor their representatives provide tax, legal, fiduciary or investment advice.

REQUESTED DOCUMENTATION

RATIFICATION OF ON-CAMPUS CREDIT UNION LICENSE AGREEMENT WITH KANE COUNTY TEACHERS CREDIT UNION

Recommendation

The administration recommends that the Board of Trustees ratifies the on-campus credit union license agreement with Kane County Teachers Credit Union effective January 9, 2023 for a duration of five years.

Dr. David Sam, President

Background

The purpose of this agreement is for the College to provide an on-campus branch, the Center for Financial Empowerment and Wellness through the products and services delivered by Kane County Teachers Credit Union (KCT). This new branch will be located on the north side of Building C/Library and in the former café space. KCT will remodel the area at their expense and pay ECC a license fee for the use of the space. Further collaboration between KCT and ECC in financial literacy workshops and seminars will be a focus as the branch will be a convenient way for students, employees, and community members to receive financial information.

Funding Source: Education Fund

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

ON-CAMPUS CREDIT UNION LICENSE AGREEMENT

THIS LICENCE AGREEMENT ("Agreement") is made this <u>9</u> day of <u>January</u> 2022, by and between the Board of Trustees of COMMUNITY COLLEGE DISTRICT 509, KANE, DEKALB, COOK, MCHENRY & DUPAGE COUNTIES, STATE OF ILLINOIS commonly known as ELGIN COMMUNITY COLLEGE, ("College"), and KANE COUNTY TEACHERS CREDIT UNION, a not for profit financial institution ("KCTCU").

WHEREAS, in consideration of the mutual promises and subject to the terms and conditions set forth herein, College hereby grants to KCTCU certain rights to install, maintain and operate an On-Campus Credit Union Branch (as hereinafter defined), and certain related rights, in the location specified below in Section 3, in accordance with the provisions hereinafter set forth (the "License").

NOW, THEREFORE, for and in consideration of the premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. <u>DEFINITIONS</u>

- 1.1 "Automated Teller Machine" or "ATM" shall mean an electronic terminal that performs certain banking functions, including, but not limited to the following: dispensing cash, coupons, postage stamps and travelers' checks, accepting deposits and loan payments, making transfers between accounts and giving account balances.
- 1.2 "Cash Dispenser" shall mean an electronic terminal or machine, accessible by a card issued by a KCTCU, credit union, thrift or other financial institution, and linked to an account or accounts of a member of the issuing institution, which includes, but is not limited to dispensing cash withdrawn from an account of a member.
- 1.3 "On-Campus Credit Union" shall mean a credit union facility staffed with one or more KCTCU employees, performing credit union functions.
- 1.4 "Credit Union Functions" may include those functions typically performed by retail banking facilities, including, without limitation, opening new deposit accounts; originating and making loans; cashing and verifying checks; taking deposits; offering safe deposit boxes and a night depository, as space permits; selling securities and other investment products; providing trust services; selling insurance; selling money orders; performing money transfers; issuing, soliciting new members; advising, and confirming letters of credit; providing student education, financial education and workshops; and providing such other banking products and services from time to time permitted by applicable law and regulation as KCTCU may elect to provide. All Credit Union Functions, unless otherwise provided for herein, shall be offered in the KCTCU's sole discretion. These Credit Union Functions shall be offered through employees of KCTCU or its wholly owned subsidiaries or affiliates who shall be bound by the same terms and conditions as KCTCU under this Agreement.

2. TERM

- **2.1** The effective date of this Agreement shall be the date specified herein or upon which the authorized agent of the last party signs the Agreement.
- 2.2 The term of the License granted under this Agreement shall commence on the first day that the On-Campus Credit Union Branch is open for business at the "Premises" (as defined in Paragraph 3 herein) and shall terminate on June 30, 2028 (the "Initial Term"), unless earlier terminated or renewed pursuant to the terms of this Agreement.
- **2.3** This Agreement may be renewed upon written agreement of both parties. Should the Parties decide to renew this agreement, they shall agree upon the terms and conditions at least thirty (30) days prior to the expiration of the existing agreement. Otherwise, this agreement shall terminate.

3. LOCATIONS

The License granted under this Agreement shall apply only to 1700 Spartan Drive, Elgin, Illinois, in the exact location as shown on Exhibit A, which is commonly known as Building C (the "Building"), as well as the ATM(s) located at the location. The area within the Building occupied by the On-Campus Credit Union and the area(s) occupied by the ATM(s) are hereinafter referred to as the "Premises." The Building is part of a collection buildings and land operated by College, hereinafter referred to as the "Campus."

4. PAYMENT

- **4.1** KCTCU shall pay to College at 1700 Spartan Drive, Elgin, IL 60123 an amount equal to Six Thousand and No/100 Dollars (\$6,000.00) yearly for the License during the Initial Term of this Agreement (the "License Fee").
- **4.2** The License Fee shall be payable in equal monthly installments of Five Hundred and No/100 (\$500.00) in advance on the first day of each month (such payment shall be pro- rated on a daily basis for any partial month) during the Initial Term.
- 4.3 Initial License Fee payments shall be waived for the first three (3) months of the Agreement to permit KCTCU to complete remodeling, at KCTCU's sole expense, and installation of any necessary equipment, alarms, or other such technology.

5. USE AND OCCUPANCY

- 5.1 KCTCU shall have the right to use and occupy the Premises for the operation of an On-Campus Credit Union providing Credit Union Functions and ATM services and other credit union related purposes allowed by law.
- 5.2 College shall not lease, or permit any area in the Building or Campus to be used by anyone other than KCTCU to provide Credit Union Functions. College, to the best of its knowledge, is unaware of any document or instrument of public record that the operation of the On-Campus Credit Union or offering of any services therein by KCTCU is prohibited. Except as otherwise stated herein, the College shall not include any type of tabling activity by another financial institution intended to educate students and staff or offer membership opportunities in KCTCU or open financial services accounts. KCTCU may request permission to place additional ATM(s) or Cash Dispensers on College property; however, College is under no obligation to grant such a request.
- 5.3 Other financial institutions may continue to come on Campus for informational presentations. ECC shall be allowed to continue their existing relationships with various other financial institutions, including cashing student checks off campus and participating in financial information sessions provided that KCTCU is permitted to participate in such events with comparable time and access.

ECC or the ECC Foundation shall also be allowed to solicit the support of any other financial institutions for the ECC College Foundation. Additionally, ECC may offer the service of an educator focused on 403(b) financial services in the sole discretion of the College. There shall be no limit on SURS presentations regarding any services provided by or related to SURS benefits, including Deferred Compensation Plans (457 plan) and other matters related to SURS retirement programs.

6. KCTCU'S EMPLOYEES

6.1 KCTCU shall comply with and abide by, and cause its employees to comply with and abide by, all reasonable rules and regulations as hereafter may be adopted by College; provided that such rules shall be applied equitably. All persons employed by KCTCU in or about, or in connection with, the operation of the On-Campus Credit Union shall be KCTCU's employees for all purposes under this Agreement; provided, however, that it is recognized that security guards and employees of companies which manufacture or service ATM(s), Cash Dispenser(s) for the On-Campus Credit Union, who are not KCTCU employees, shall be granted access during normal business hours and emergency access on a twenty-four hour basis, to enter the Building for the purpose of servicing, maintaining and otherwise performing services in connection with ATM(s), Cash Dispenser(s) or the Credit Union Branch. KCTCU shall, at its own cost and expense, maintain worker's compensation coverage, unemployment compensation

coverage and any other insurance, which may be required by law with respect to KCTCU's employees. Further, KCTCU shall be solely responsible for the actions of any and all non-KCTCU employees present on College property for the purpose of engaging in servicing, maintain or otherwise performing services in connection with the Credit Union Branch.

6.2 KCTCU's employees while working at the Building shall be entitled to use the restroom and break room facilities provided by College for the convenience of College employees. KCTCU shall be responsible for all acts and omission of its employees, agents, and contractors within the course of their employment. College shall allow KCTCU's employees to use parking areas that College has designated as employee parking areas, without charge.

7. IMPROVEMENTS AND ADDITIONS: SIGNS

- 7.1 On January 9, 2023, except as expressly set forth to the contrary herein, College shall deliver the Premises to KCTCU in its current, "as is" condition, free of any additional furniture, fixtures, equipment, or debris, and ready for KCTCU to immediately begin any remodel. All existing fixtures are the property of ECC and shall not be removed, remodeled, modified or destroyed without the advanced written permission of the College's authorized agent which shall not be unreasonably withheld, conditioned or delayed. All building standard service (HVAC, utilities, cabling) shall be located at the Premises, in good working order, and ready for KCTCU to connect. KCTCU, at its sole cost and expense, shall then furnish all fixtures, equipment and furnishings which it deems necessary or desirable for the On-Campus Credit Union operations and shall pay any and all costs of modifying the Premises for the installation of its fixtures, equipment and furnishings. KCTCU shall provide all labor and materials associated with construction of the On-Campus Credit Union after delivery of the On-Campus Credit Union by College. Any contrary provision of this Agreement notwithstanding, KCTCU shall not make any structural modification, or attach any substantial fixtures or equipment to, the Premises without the College's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Such advance written permission shall be required for all remodeling, paint colors, and signage to be utilized by KCTCU.
- 7.2 College shall not be liable for any labor, services or materials furnished or to be furnished to KCTCU or to anyone holding the On-Campus Credit Union, or any part thereof, through or under KCTCU and no mechanic's or material mens' lien shall attach to, or affect College interest in, the Building or any part thereof. In the event a mechanics' or material mens' lien is filed against the Building related to or arising out of any work performed or ordered to be performed by KCTCU, KCTCU's agents, employees, or contractors, or materials supplied to them, KCTCU shall, within thirty (30) days of KCTCU's receipt of notice of such lien, (1) pay any and all amounts due such lien holder and obtain a recordable release of such lien, (2) release such lien from the

record, or (3) obtain a bond from a bonding company reasonably acceptable to College insuring over the lien. KCTCU shall indemnify, defend and hold harmless College for any claims, losses, expenses (including reasonable attorneys' fees) or damages arising from the failure of KCTCU to perform its obligations as set forth in this Section 7.2 and further, for any claims, losses, expenses (including reasonable attorneys' fees) or damages arising out of or resulting from KCTCU's construction of the On-Campus Credit Union, including, without limitation, any liability due to structural damage to the Building and any liability for personal injuries caused in whole or in part by the acts or omissions of KCTCU, its contractors or subcontractors, or any agent or employee of KCTCU.

- 7.3 College shall permit KCTCU to place an interior sign package identifying its operations in the vicinity of the On-Campus Credit Union, such sign package being of such dimensions and at such location as College shall determine are reasonable. KCTCU shall also be permitted, with the College's advance written permission, to place an illuminated sign on the exterior of the C Building, such sign will be at the sole expense of KCTCU. Any other exterior and directional signs of such design and dimensions as College and KCTCU may mutually agree upon shall be allowed to be maintained on the Building and throughout the Campus for both the On-Campus Credit Union and ATM(s) or Cash Dispenser(s). Further, KCTCU may be identified on any directory, directory maps or other publications providing a layout of the Building and/or Campus for College's employees or invitees. College, without cost or expense to College, will reasonably cooperate with KCTCU in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals shall be at KCTCU's sole expense and KCTCU shall expend the necessary time to obtain said approvals. Nothing contained herein shall be construed as a requirement that College surrender or compromise any of its existing exterior signs to accommodate or gain approval for KCTCU's exterior signs. The foregoing notwithstanding, subject to receipt of any required governmental approvals, KCTCU shall have the right to erect and maintain in and around the interior and exterior of the branch location, at its own expense, all signs necessary or appropriate for the conduct of KCTCU's business at the Premises upon receipt of the College's advance written approval.
- 7.4 KCTCU shall, at its sole cost and expense, comply with all laws, orders, rules and regulations of federal, state, county and municipal authorities in its use and occupancy of the Premises (including, without limitation, the Americans with Disabilities Act) which relate to KCTCU's operation of the On-Campus Credit Union. KCTCU shall construct and maintain, at its sole cost and expense, the On-Campus Credit Union and related improvements in compliance with all applicable governmental laws, orders, rules and regulations now or hereafter in effect.

8. MAINTENANCE AND REPAIR

8.1 KCTCU shall, at its sole cost and expense, maintain the Premises as follows:

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- 8.1.1 KCTCU shall keep and maintain the On-Campus Credit Union in good order and repair, including all equipment, the appearance of counters and cabinets fronts, and all electrical or other transmission lines used by KCTCU for computer data processing and transmission. KCTCU shall provide all necessary security services and basic janitorial and cleaning services, other than as provided for in Section 8.2.3 below, for the On-Campus Credit Union.
- 8.1.2 KCTCU shall keep and maintain all interior and exterior signs advertising the On-Campus Credit Union in good working order and condition.
- 8.2 College shall, at its sole cost and expense, provide the following maintenance and services:
 - 8.2.1 College shall keep and maintain the Building in good order and repair, including, without limitation, plumbing and electrical equipment (with the exception of computer data processing and transmission lines used by KCTCU), heating, air conditioning, doors, windows and all other structural portions of the Building (with the exception of those structural portions installed or revised by KCTCU). Nothing in this section shall require the College to provide or make these services available in a manner that exceeds what is made available to the College as a whole in the ordinary course of business. In no instance will the College be liable to KCTCU for the unavailability of utilities and services that were unforeseen by the college or outside of the College's control. KCTCU shall be required to receive the prior approval of College before making any changes to the existing wiring and duct system.
 - 8.2.2 College shall maintain the Building free and clear of any fixtures, barriers, signs or other obstructions that would unreasonably inhibit the ingress to and egress from the Premises.
 - **8.2.3** During College business hours and in the presence of KCTCU staff, College will empty KCTCU trash cans once per day.

9. UTILITIES

College shall furnish at its sole cost and expense, all lighting, electricity, air conditioning and heating to the On-Campus Credit Union only to the extent and in the capacity that such utilities are furnished to and used in the operation of the Building. KCTCU shall be solely responsible for providing any internet connection, telephone or

alarm service to the On-Campus Credit Union.

10. ADVERTISING, PROMOTION AND JOINT PUBLIC RELATION ACTIVITIES BY COLLEGE AND KCTCU

- 10.1 Both College and KCTCU recognize that it is in their best interests to promote jointly the business of each other at the Building. College shall promote the good will and business of KCTCU at the Building, and KCTCU shall promote the good will and business of College at the Building. To further this mutually beneficial relationship, KCTCU shall have the opportunity to have a quarterly business review with Vice President of Business & Finance of the College, or their designee, in an effort to assess performance to date and further opportunities to serve.
- 10.2 Both College and KCTCU may, at their sole cost and expense, advertise the existence and location of the On-Campus Credit Union established pursuant to this Agreement in such media and in such manner as each deems appropriate. College and KCTCU grant to each other a non-exclusive, royalty-free license to use the others' registered and common law trademarks in advertisements promoting the On-Campus Credit Union pursuant to this Section 10. Nothing herein shall give to the College and KCTCU any right, title or interest in the others' trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner and any and all uses of the trademarks shall inure to the benefit of the owner. These trademark licenses expire with this Agreement. However, the prior written approval of each party shall be obtained with regard to any advertisement that is to be transmitted by or appear in any electronic or print medium that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. The cost of any such joint advertising undertaken by either party shall be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties.
- 10.3 KCTCU shall, at times and in a manner approved by the College President's Designee, have the right to place its personnel in or near the Premises and/or in the common areas of the Building, from time to time, to educate and distribute information regarding KCTCU's services in the Premises, so long as such personnel act professionally and do not unreasonably interfere with or disrupt College's operations with approval of the College.
- 10.4 College shall provide all information as reasonably requested by KCTCU to further the promotion of the On-Campus Credit Union and ATMs. Except as limited by applicable law, rule and regulation, and those who have opted out of information sharing, such information shall specifically include the names, addresses (electronic and mailing), and relationship to College of all students, faculty, staff and alumni of College; as well as the names and mailing addresses of the parent(s) of confirmed incoming

students at College. KCTCU shall use the information provided in this Section 10.4 solely for the purpose of promoting the On-Campus Credit Union, ATMs, Card Program, and KCTCU's products and services.

- 10.5 College shall provide KCTCU with the opportunity to include promotional mailing materials related to the services provided under this Agreement in any informational mailings sent to current or incoming students (including graduate students), alumni, faculty or staff who agree to receive information. KCTCU shall provide, at its sole cost and expense, the materials to be included in the mailings prior to the deadline for the mailing, as directed by College.
- 10.6 Nothing in this Agreement shall be construed to obligate KCTCU to use or patronize the College print shop or purchase any of its supplies or services from College-operated or preferred vendors. Nothing in this Agreement shall be construed to obligation the College to use or patronize the KCTCU and the services provided by the KCTCU or KCTCU preferred vendors.

11. INSURANCE

- 11.1 KCTCU shall carry its own personal property insurance. KCTCU shall also keep in force during the term of this Agreement commercial general liability insurance with respect to its operations, naming College as an additional insured under such policy. The liability limits of such policy shall not be less than Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate for bodily injury and for property damage. KCTCU shall, at its sole cost and expense, comply with all regulations or orders relating to its operations in the Building. Notwithstanding anything to the contrary contained herein, KCTCU shall have the right to self-insure in whole or in part any insurance coverage required to be procured or maintained under this agreement. KCTCU shall provide College with a certificate of insurance naming the College as an additional insured and KCTCU agrees that it shall not cancel the referenced insurance without thirty (30) days advance written notice. In the event KCTCU fails to maintain the necessary insurance coverage after notice from College and reasonable amount of time to procure, this Agreement shall terminate without penalty or cost to the College.
- agents harmless from any and all claims for injury, death, damages, costs or expenses (including reasonable attorney's fees) resulting from the activities or business of KCTCU, any KCTCU employees or any contractor of KCTCU. In the event any legal proceeding is brought against College due to any activities or business of KCTCU, KCTCU agrees to defend College interests at no cost to College. College agrees to hold KCTCU harmless from any and all claims for injury, death, damages, costs or expenses (including reasonable attorney's fees) resulting from the activities or operations of College, any College employees or any contractor of College. In the event any legal proceeding is brought against KCTCU due to any

activities or operations of College, College agrees to defend the interests of KCTCU at no cost to KCTCU.

12. WAIVER OF SUBROGATION

- 12.1 College and KCTCU wish to eliminate the right of either of them to assign, by way of subrogation, to any insurance company carrying fire and extended coverage policies on their respective properties, any cause of action which any of them may have against the other because of negligence, and the resulting loss to property which is insured. Therefore, it is agreed that:
 - 12.1.1 College and KCTCU expressly waive every claim which arises or may arise in its favor and against the other during the term of this Agreement of any and all loss of or damage to any of its property located within or upon the Building or Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies.
- 13. College and KCTCU agree to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver and to have said insurance policies properly endorsed (if necessary) to prevent the invalidation of said insurance coverages by reason of this waiver and (if requested) to give to the other party a certificate from its insurance company to that effect.

14. TAXES

College is a unit of local government and exempt from all taxation. In no event shall this Agreement be construed to impose or incur any tax liability upon College. KCTCU shall pay all taxes assessed by any taxing authority because of its business operations, and shall pay all personal property taxes assessed on its fixtures, equipment and machinery located in the Building. KCTCU shall also pay any license or other fee incident to the conduct of its business, whether billed directly to KCTCU or to College. College agrees to forward to KCTCU all tax bills, license fee notices, and the like that are payable by KCTCU but received by College, promptly upon their receipt. In the event that any unapportioned tax assessed against College includes property of KCTCU, KCTCU shall pay such portion of the tax as the value of such KCTCU property that was included in College assessment at the time of the assessment bears to the total value of the property assessed in the Building.

15. DEFAULT AND TERMINATION

15.1 If KCTCU (a) damages College owned property; (b) fails to make the payments required under Section 4 above or any other charge provided for hereunder when the same is due, and the same is not paid within thirty (30) days

after written notice to KCTCU; (c) breaches any other warranty or covenant of this Agreement and either (i) fails to remedy same within thirty (30) days after written notice of such breach, or (ii) if the breach is one that is not capable of being cured within thirty (30) days, fails to commence such remedy within thirty (30) days after written notice of such breach and to thereafter diligently pursue such remedy to completion, then College, in addition to all other remedies available at law or in equity, may declare this Agreement terminated and KCTCU shall thereupon promptly vacate the Premises within ninety (90) days. Notwithstanding anything to the contrary contained herein, if a default by KCTCU is material in nature (i.e. substantially interferes with College's operations in and around the Premises), College shall be entitled to cure such default after three (3) College business days' notice to KCTCU, and to add any reasonable costs thereof to the next monthly License Fee.

- 15.2 If College breaches any warranty or covenant of this Agreement and either (a) fails to remedy same within thirty (30) days after written notice of such breach, or (b) if the breach is one that is not capable of being cured within thirty (30) days, fails to commence such remedy within thirty (30) days after written notice of such breach and to thereafter diligently pursue such remedy to completion, then KCTCU, in addition to all other remedies available at law or in equity, may declare this Agreement terminated and KCTCU shall thereupon promptly vacate the Premises within one hundred twenty (120) days. Notwithstanding anything to the contrary contained herein, if a default by College is material in nature (i.e. substantially interferes with KCTCU's operations at the Premises), KCTCU shall be entitled to cure such default after three (3) College business days' notice to College, and to set off any reasonable costs thereof against the License Fee.
- KCTCU shall become insolvent, bankrupt or make an assignment for the benefit of creditors, or if it or its interest hereunder shall be levied upon or sold under execution or other legal process, or in the event KCTCU is closed or taken over by the authority of the United States, or other government supervisory authority, College may terminate this Agreement only with the concurrence of such governmental authority or other supervisory authority, and any such authority shall in any event have the election either to continue or terminate this Agreement; provided, however, that in the event this Agreement is terminated in whole or in part by such governmental or supervisory authority in such circumstances, the maximum claim of College for damages or indemnity for injury resulting from the rejection or abandonment of the remaining term of this Agreement shall in no event be in an amount exceeding the License Fee, without acceleration, for the year next succeeding the date of the surrender of the Premises to College, or the date of re- entry into the Premises by College, whichever occurs first, whether before or after the closing of the ON-CAMPUS

CREDIT UNION in the Premises, plus an amount equal to the unpaid License Fee accrued, without acceleration, up to such date.

- 15.4 In the event that College's use or operation of the Campus materially changes, KCTCU may terminate this Agreement upon at least one hundred eighty {180) days prior written notice. However, in the event that a party is conducting illegal activity or operations in relation to this agreement, the other party in such a case shall have the right to immediately terminate the agreement.
- 15.5 In the event of an unforeseen circumstance that may affect the performance of this agreement, which was not contemplated by either party on or before the date this agreement is signed, the parties agree that this agreement can then be terminated by mutual agreement with said termination terms stipulated in writing and signed by both parties.

16. APPROVAL OF ON-CAMPUS CREDIT UNION

Notwithstanding any other Section or provision of this Agreement, all provisions and terms of this Agreement are subject to approval by applicable College and KCTCU regulatory authorities. If, after diligently seeking regulatory approval (if so required) and such approval is denied, this Agreement shall become null and void at the option of either party upon receipt of written notice from the other party.

17. POSSESSION UPON TERMINATION

Immediately upon the expiration or earlier termination of this Agreement, KCTCU will surrender possession of the location occupied by the On-Campus Credit Union in the Building to College broom clean and in as good a condition as when KCTCU received the same on the date of this Agreement, except for any ordinary wear and tear from reasonable use or damage by fire or other casualty. Any equipment, fixtures or improvements attached to the Premises, including but not limited to alarms, desks, partitions, phone or data jacks, shall become the property of College.

18. CASUALTY

If the Building is destroyed or damaged by fire or other casualty and College elects not to rebuild all or any portion of the Building or to terminate the Lease pursuant to its rights thereunder, then this Agreement will terminate upon College's written notice to KCTCU of its election and such termination will be effective as of the date of the fire or casualty. If College elects to repair the Building, the License Fees and other charges payable hereunder will abate proportionately during repair and restoration to the extent that KCTCU is unable to occupy and use the Premises. In the event that the Premises or On-Campus Credit Union is damaged to the extent that College and KCTCU agree that the On-Campus Credit Union cannot be occupied for 180 days or more following the date of such damage or destruction, KCTCU will

have the right and option to terminate this Agreement by giving written notice to College within thirty (30) days following the date of the damage or destruction. If this Agreement is not terminated, KCTCU shall be responsible for restoring, at its expense, all fixtures, equipment, furniture and any structural modifications made by KCTCU to the Premises and Building for the installation of the On-Campus Credit Union. Notwithstanding the foregoing, in the event such fire or other casualty is caused in whole or in part by KCTCU, its employees or contractors, KCTCU shall not have the option to terminate this Agreement.

19. CONDEMNATION: FORCE MAJEURE:

- 19.1 Condemnation. If the entire Building is taken or condemned (or sold in lieu of a taking) by a condemning authority, this Agreement may be terminated at the option of the KCTCU. If a portion of the Building not including the Premises is taken or condemned or sold in lieu of a taking, then College shall be entitled to terminate this Agreement, without the payment of any premium or penalty, by providing written notice of termination to KCTCU. If a portion of the Building including any portion of the Premises is taken, condemned, or sold in lieu of condemnation, then KCTCU shall be entitled to terminate this Agreement, without the payment of any premium or penalty, by providing written notice of termination to College. All awards made by reason by condemnation shall be made to College and KCTCU shall reasonably assign to College all its rights, title and interest in and to any such award. College shall, however, pay KCTCU any portion of an award which is allocated to improvements to the Building made by KCTCU.
- Force Majeure. Neither party shall be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by Force Majeure (as hereafter defined) that continues for more than five (5) College business days. including, without limitation, the waiver or satisfaction by KCTCU of any condition or contingency hereunder for the benefit of KCTCU, and all time periods permitted hereunder for the performance of any such term, covenant, or condition shall be tolled on a day-for-day basis. beginning on day six (6) of the Force Majeure event, upon written notice from either party to the other of such party's inability to perform or satisfy any such term, covenant, or condition of this Lease due to a Force Majeure. For purposes hereof, a "Force Majeure" shall mean any acts of God; strike; lockout; material or labor restriction by any governmental authority; civil riot; declared state of emergency or public health emergency or pandemic (including, without limitation, Covid-19); government mandated quarantine or travel bans; government mandated closures; and any other cause not reasonably within the control of such party and which by the exercise of due diligence such party is unable to prevent or overcome. In the event of a Force Majeure during the Term of this Lease which prevents KCTCU from constructing, opening, or operating for business at the Premises without any government mandated restrictions imposed due to such Force Majeure, then all License Fee payments shall abate during such period.

20. SUBORDINATION

This Agreement is and shall be subject to any lease and any mortgage now upon the Building or hereinafter entered into with respect to the Building to the same extent as College. KCTCU shall, upon the request of College, execute any and all instruments necessary to evidence such subordination of this Agreement to the Lease or any such mortgage, in such form reasonably acceptable to KCTCU.

21. RIGHT OF ENTRY OR INSPECTION

College and its respective duly authorized representatives will have the right to enter any On-Campus Credit Union at all reasonable times upon reasonable prior notice and, subject to KCTCU's reasonable security concerns, for the purposes of:

- 21.1 Inspecting the conditions of same, and making such repairs, alterations, additions, or improvements thereto as may be reasonably required if KCTCU fails to do so as required hereunder (but none of such entities, except College for its obligations under this Agreement, will have any duty whatsoever to make any such inspections, repairs, alterations, additions, or improvements) or as otherwise necessary for the proper operation of other areas within the College; and
- **21.2** Exhibiting the same to persons who may wish to purchase, mortgage, or lease the Building.

22. ASSIGNMENT. SUBLICENSING: TRANSFER: OR CHANGE IN CONTROL: AND SALE OF BUILDING

- **22.1** This Agreement and the rights granted hereunder cannot be assigned or transferred or sublicensed in whole or in part by KCTCU without the prior written consent of College, which consent shall not be unreasonably withheld, conditioned or delayed.
- 22.2 In the event that College assigns, transfers, leases, or subleases in whole or in part its interest in the Building housing the Premises as defined herein, and in connection therewith assigns this Agreement, College shall be released from its obligations under this Agreement occurring after the effective date of such assignment; provided that no assignment or transfer of the Agreement by College shall be binding on KCTCU unless the assignee or transferee shall assume and agree to be bound by the terms of the Agreement. College shall deliver written notice of such assignment or transfer within thirty (30) days thereof.

23. REMODELING OF A BUILDING

23.1 KCTCU recognizes that College may, from time to time, wish to remodel or enlarge the Building to accommodate it operations. In the event a

remodeling or enlargement affects the location or operations of the On-Campus Credit Union, College agrees to provide written notice to KCTCU one hundred eighty (180) days in advance of the commencement of any remodeling activities within the Building and discuss its plans for remodeling the Building with KCTCU. If the On-Campus Credit Union must be moved to another location within the Building, College shall not designate a location of substantially less floor area or materially poorer visibility than the Current Premises, College will pay all costs for the relocation of the fixtures of KCTCU, including electrical lines, telephone lines, air conditioning vents, equipment and improvements. Notwithstanding anything to the contrary KCTCU shall have the option to terminate this Agreement upon one hundred eighty (180) days written notice to College if any relocation of the On-Campus Credit Union is going to take place.

24. SECURITY

It shall be KCTCU's sole obligation to provide security for the On-Campus Credit Union. KCTCU acknowledges that College is not an insurer of any On-Campus Credit Union, and that College does not undertake to provide any security for any On-Campus Credit Union, and KCTCU hereby releases College from any claims, loss or damage that it might sustain by virtue of a robbery or anticipated robbery or theft or anticipated theft. KCTCU further agrees to indemnify, defend, and hold College harmless for any claim, loss, action, or charge of expense (including reasonable attorneys' fees) by reason of a loss, theft, or robbery of On-Campus Credit Union or an attempted robbery or theft at any On-Campus Credit Union. ECC College, and the ECC College Police Department, assumes no responsibility or liability for any loss, theft or robbery and shall refer all such matters to local law enforcement as necessary and appropriate.

College shall insure that KCTCU at all times has free ingress and egress to the Premises. If College, at any time, is unable to provide free ingress and egress, KCTCU shall be allowed to terminate this Agreement and recover any unamortized initial build-out costs.

25. ENTIRE AGREEMENT

The parties hereto agree that this Agreement sets forth all the promises, agreements and understandings between them with respect to KCTCU's rights and licenses expressed herein.

Except as provided herein, there are no promises, agreements or understandings, whether oral or written, between them regarding such matters other than as set forth herein. It is further agreed that any amendment or modification to this Agreement shall not be binding unless such amendment or modification is reduced to writing and signed by both parties.

26. <u>CAPTIONS</u>

The captions of the several sections for this Agreement are not part of the context hereof and shall be ignored in construing this Agreement. They are intended only as aids in locating various provisions hereof.

27. <u>SEVERABILITY</u>

Each provision contained in this Agreement shall be independent and severable from all other provisions contained herein and the invalidity of any such provision shall in no way affect the enforceability of the other provisions.

28. GOVERNING LAW

This Agreement is deemed to have been executed in the State of Illinois, County of Kane, and it is agreed that any controversy or claim arising or relating in any way to this Agreement shall be governed and controlled by the internal law, and not the law of conflicts, of the State of Illinois. All disputes shall be resolved in the Circuit Court of Kane County.

29. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of College and KCTCU and their respective legal representatives, successors and assigns.

30. NOTICES

All notices and communications hereunder, shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed effective when received by the party being notified. Such notices shall be emailed, delivered personally or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or with reputable overnight delivery service (i.e., Federal Express, UPS or Airborne Express), and addressed as follows:

If to College, then to:

Kimberly Wagner, EdD Vice President, Business Services Elgin Community College 1700 Spartan Drive Elgin, Illinois 60123 kwagner@elgin.edu With a copy to:

Respicio Vazquez, General Counsel 1700 Spartan Drive, Elgin, Illinois 60123 rvazquez@elgin.edu

If to KCTCU, then to:

Kane County Teachers Credit Union 111 S. Hawthorne St. Elgin, Illinois 60123 Attention: Michael Lee, CEO, mlee@kctcu.org

The names and addresses for the purposes of this section may be changed by giving written notice of such change in the manner provided herein. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein, if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Failure to send a courtesy copy of a notice shall not affect a notice if otherwise properly given.

31. COUNTERPARTS.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

32. MISCELLANEOUS.

- **32.1** This Agreement is executed by an authorized representative of KCTCU and the College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- **32.2** KCTCU represents that it possesses all professional or business licenses required by law, if any, and all qualifications necessary to fully perform its obligations.
- **32.3** In no event shall either party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
- **32.4** Neither party shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as

prohibited by law. Each party certifies that it is an equal opportunity employer.

- **32.5** Each party certifies that it maintains a written sexual harassment policy in conformance with 775ILCS 5/2-105.
- **32.6** If KCTCU has more than 25 employees at the Premises, KCTCU certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
- 32.7 College represents and warrants to KCTCU that the Premises, the Campus, the Building and the Common Areas, in their then existing state on the date that College delivers possession of the Premises, comply with, and do not violate, any covenants or restrictions of record, or any applicable building or zoning code, regulation or ordinance in effect including the Americans with Disabilities Act ("ADA") and any and all applicable environmental regulations and ordinances, and that KCTCU's commencement of business in the Premises for KCTCU's Permitted Use shall not violate any such provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

COLLEGE:

Board of Trustees of COMMUNITY COLLEGE DISTRICT 509, KANE, DEKALB, COOK, MCHENRY & DUPAGE COUNTIES, STATE OF ILLINOIS

commonly known as ELGIN COMMUNITY COLLEGE

Name: David Sam, PhD, JD, LLM
Title: President

KCTCU:

KANE COUNTY TEACHERS CREDIT UNION,

a not for profit financial institution

Name: R. Michael Lee Title: President/CEO

AMENDMENT TO BOARD POLICIES: GOVERNANCE PROCESS (GP)

Recommendation

The administration recommends that the Board of Trustees adopts the following addition to Board Policies:

GP 12:

- 12.1 Conferring an Honorary Associate Degree Member of the Board of Trustees
 A Trustee having been elected to a term of office (two (2) years, four (4) years or six (6) years) shall be eligible to receive an honorary degree from Elgin Community College upon completion of their term or terms.
- 12.2 Emeritus/Emerita Member of the Board of Trustees
 A Trustee having served a minimum of twelve (12) years will be eligible to receive the distinction of Emeritus or Emerita when retiring from the ECC Board of Trustees.
- 12.3 Emeritus/Emerita President
 - a. A president must have established a record of distinguished service as the president of Elgin Community College.
 - b. A president must have served a minimum of twelve (12) years.
 - c. A president must be nominated by a member of the Board and approved by the Board of Trustees.

Dr. David Sam, President

Background

This action is presented in accordance with GP 8:5 which states, "The board will consider proposed new or revised policy twice, first as an information item and second as a recommendation for approval. Upon majority vote of the board, the policy will be incorporated into the Board's policy."

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

TRUSTEES' IN-STATE ATTENDANCE AT ILLINOIS COMMUNITY COLLEGE TRUSTEE ASSOCIATION (ICCTA) MEETING

Recommendation

The administration recommends that the Board of Trustees approves the attendance of Trustees at the March 10 and 11, 2023 ICCTA meeting in Lombard, IL. The expected registration cost for seven trustees to attend is \$1,050. Hotel and travel costs should not exceed \$1,000 should all attend. 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

ARCHITECTURAL FEES – INTERNAL DIGITAL SIGNAGE PROJECT

Recommendation

The administration recommends that the Board of Trustees authorizes the administration to contract for professional architectural services from JP Architects (Chicago, IL) for the upgrading of internal digital signage throughout the College in the amount of \$76,230.

Dr. David Sam, President

Background

Board Action No. 012-A-21 was approved by the Board of Trustees in August 2020 for General Architectural and Engineering (A/E) Services. JP Architects is one (1) of three (3) architectural firms that were approved to provide these services through a Quality Based Selection (QBS) process.

Currently, there are 49 electronic screens located throughout the Spartan Drive and Burlington campuses that update students on various activities and information. Since the installation of the electronic screens in 2010, there have been technological advances in how the system functions, or the visual quality of the images and text shown on the screens. As a result, many of the screens are showing signs of aging such as cracks and fading, making the content illegible at times.

Furthermore, the staff continues to face challenges with many of the screens malfunctioning on a regular basis (typically 2-3 times per week). Due to outdated technology, there is no automatic notification to alert staff when the screens are not working. Therefore, staff must rely either on someone to report it or walk around campus to check each screen to ensure that it is functioning.

The total estimated cost of the digital signage project is \$1.2M (\$900K for construction and \$300K for equipment). The architectural fees are based on construction costs only and are at a rate of 8.47%, which is in line with industry standards. As part of this project, the architect will develop drawings/bid documents and provide bidding and construction administration.

Funding Source: Operations and Maintenance Restricted Fund

Staff Contact: Dr. Toya Webb, Chief Marketing and Communications Officer, Marketing &

Communications, 847-214-7389

MOVING & STORAGE - BUILDING H RENOVATION PROJECT

Recommendation

The administration recommends that the Board of Trustees authorizes the administration to approve an increase of \$45,186.55 for additional moving and storage services with Hollander International Storage & Moving Co., Inc. (Elk Grove Village, IL).

Dr. David Sam, President

Background

Board Action 047-B-23 was approved in September 2022 for moving and storage services for two phases of the Building H move. The originally approved amount was \$186,068.85 and the new amount is \$231,255.40

In the early stages of the move, it was determined that our estimates of items being moved and stored increased, causing more movers and equipment to be added to the project. The project also increased the offsite storage from an estimated 2800 square feet for storage to 3500 square feet. The additional funds will also cover phase 2 of the move expected to take place in January 2024.

Funding Source: Operations and Maintenance – Restricted Fund

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

TECHNOLOGY EQUIPMENT UPGRADE

Recommendation

The administration recommends that the Board of Trustees authorizes the administration to purchase various technology equipment from Hypertec USA Inc. (Tempe, AZ), the lowest responsible bidder in the amount of \$47,110.41.

VENDOR	LOCATION	AMOUNT	
Hypertec USA Inc.	Tempe, AZ	\$	47,110.41
B & H Foto & Electronics Corp.	New York, NY	\$	54,863.99

Dr. David Sam, President

Background

The invitation to bid was advertised and sent to twenty-four (24) vendors, one (1) was in-district, seven (7) were Illinois Certified Business Enterprise Program businesses, and two (2) were disqualified.

The technology equipment purchase for the Education and Work Center (EWC) in Hanover Park will be funded by the Illinois Department of Commerce and Economic Opportunity (DCEO) through our partnership with Harper College. This purchase will update our current equipment that is over 8 years old.

Enrollment at EWC has grown substantially, with a 20% increase of enrolled students compared to last fall and a 35% increase in the spring semester. Additional class sections were added to accommodate the surge in enrollment. The equipment consists of seventy-two (72) Chromebooks and two (2) new charging carts, which will allow us to serve more students with digital literacy needs at the same time. Five (5) teacher computer stations and additional miscellaneous accessories will serve students, faculty, and staff. The upgraded equipment will be used by students on a daily basis for administering state-required Comprehensive Adult Student Assessment System (CASAS) and CASAS Greater Opportunities for Adult Learning Success (GOALS) exams.

Funding Source: Illinois Department of Commerce and Economic Opportunity (DCEO)

Staff Contact: Dr. Peggy Heinrich, Vice President, Teaching, Learning and Student

Development, 847-214-7363

ZOOM ROOM EQUIPMENT PURCHASE

Recommendation

The administration recommends that the Board of Trustees authorizes the administration to purchase zoom classroom equipment from Mesa Electronics (Lombard, IL), the lowest responsible bidder, in an amount not to exceed \$224,439.26.

VENDOR	LOCATION	AMOUNT
Mesa Electronics	Lombard, IL	\$ 224,439.26
Sound, Production, & Lighting LLC	Skokie, IL	\$ 247,804.17

Dr. David Sam, President

Background

The invitation to bid was advertised and sent to twenty-one (21) vendors, none of which were indistrict, and one (1) was a Women-Owned Business. Two (2) vendors did not complete the bid and were disqualified.

The purchase is to equip fifteen (15) conference rooms across the main campus with access to Zoom capability for teachers, students, and staff. There will be fifteen (15) 65"-75" displays, and fifteen (15) computer desktops to operate the displays. There will also be peripherals to support the devices, such as, ceiling microphones, cables, switches, mounts, and cameras.

Technology Services, in conjunction with faculty/staff/administrators, identified the fifteen (15) outdated conference rooms that will be converted. As the need for flexible meeting areas continues to grow, this project is vital to equip the spaces for staff, faculty, and students.

This project will help the College stay ahead of the curve on video conferencing technology. These spaces will allow the College to adapt quickly if needed. Our current established systems have proven their viability and adaptability.

Funding Source: Coronavirus Response and Relief Supplemental Appropriations Act

(CRRSAA) Grant Funds

Staff Contact: Dr. Philip Garber, Vice President Planning, Instructional Effectiveness &

Technology, 847-214-7285