ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

December 11, 2018



Location:

Frontier Community College 2 Frontier Drive Fairfield, Illinois 62837

Dinner – 6:00 p.m. – Bob Boyles Foundation Hall Meeting – 7:00 p.m. – Bob Boyles Foundation Hall The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.

Illinois Eastern Community Colleges Board Agenda

December 11, 2018 7:00 p.m. Frontier Community College Bob Boyles Foundation Hall

1.	Call to Order & Roll Call	Chairman Fischer
2.	Disposition of Minutes	CEO Bruce
3.	Recognition of Visitors and Guests	Bruce
	A. Visitors and Guests	
	B. IECEA Representative	
4.	Public Comment	
5.	Reports	
	A. Trustees	
	B. Presidents	
	C. Cabinet	
6.	Policy First Reading (and Possible Approval)	Bruce
	A. 400.21 Military Leave Policy	
	B. 100.30 Emergency Succession Policy	
7.	Policy Second Reading	Bruce
	A. None	
8.	Staff Recommendations for Approval	
	A. Board Meetings Dates and Locations for 2019	Bruce
	B. MOU with Wabash Area Development Head Start	Bruce
	C. Facility Usage Agreement with Fairfield Memorial Hospital	Bruce
	D. Motorcycle Safety Agreement with SIU Carbondale	Bruce
	Frontier Community College	
	Lincoln Trail College	
	Olney Central College	
	Wabash Valley College	

	E. Affiliation Agreements Crawford Memorial Hospital – Basic Nurse Assistant – LTC Clay County Hospital – Phlebotomy – FCC Clay County Hospital – Phlebotomy - OCC Wabash General Hospital – Phlebotomy - FCC Wabash General Hospital – Phlebotomy – OCC Wabash General Hospital – Emergency Response Training - FCC	
9.	Bid Committee Report	ce
10.	District Finance A. Financial Report	
11.	Chief Executive Officer's ReportBru	ce
12.	Executive Session Bru	ce
13.	Approval of Executive Session Minutes A. Written Executive Session Minutes B. Audio Executive Session Minutes C. Review of Semi-Annual Executive Session Minutes Bru	ce
14.	Approval of Personnel Report	ce
15.	Collective BargainingBru	ce
16.	LitigationBru	ce
17.	Other Items	
18.	Adjournment	

Minutes of a <u>regular meeting</u> of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, in said Community College District at 7:00 o'clock P.M., on <u>Tuesday, November 20, 2018</u>.

AGENDA #1 – "Call to Order & Roll Call" – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed the Board Secretary, Renee Smith, to call the roll.

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

G. Andrew Fischer, John D. Brooks, Gary Carter, Brenda K. Culver, Alan Henager, James Lane, Jan Ridgely. Student Trustee Haylee Neuman was absent. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Rodney Ranes, President of Olney Central College.

Tara Buerster, Director of Human Resources.

Alex Cline, Director of Information & Communications Technology.

Ryan Hawkins, Chief Finance Officer/Treasurer.

Holly Martin, Chief Academic Officer.

Renee Smith, Assistant to CEO/Board Secretary.

Michael Thomas, Dean of Workforce Education.

<u>AGENDA #2 – "Disposition of Minutes"</u> – Open meeting minutes of the Regular Meeting, <u>Tuesday</u>, October 16, 2018 were presented for disposition.

Board Action: Trustee James Lane made a motion to approve minutes of the foregoing meeting as prepared. Trustee Al Henager seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The voice vote was taken and the Chair declared the "Ayes" have it and the motion was adopted.

AGENDA #3 - "Public Hearing on 2018 Tax Levy" -

- 1. <u>Public Hearing:</u> The Chairman announced that the next agenda item for the Board of Trustees was a public hearing to receive comments on the 2018 Tax Levy.
- 2. <u>Motion to Recess Regular Meeting and Reconvene Following Hearing</u>: "The Chair announced he would entertain a motion that the Board recess its regular meeting and reconvene immediately following the Tax Levy Hearing"

- 3. **Public Hearing**: Trustee Brenda Culver moved that the Board recess its regular meeting and reconvene immediately following the Tax Levy Hearing. Trustee James Lane seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No". The voice vote was taken and the Chair declared the "Ayes" have it and the motion carried.
- 4. Motion to Convene Tax Levy Hearing: Trustee Brenda Culver made the following motion: "I move that Illinois Eastern Community College District 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne, and White now convene a Tax Levy Hearing on this 20th day of November, 2018. The purpose of the Tax Levy Hearing is to receive public comments on the 2018 Tax Levy." Trustee Jan Ridgely seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The voice vote was taken and the Chair declared the "Ayes" have it and the motion carried.
- 5. **Public Hearing**: The Chairman declared that the Board is now in a hearing on the 2018 Tax Levy. The Secretary was directed to call the roll for attendance. The roll call was taken and the following trustees answered to their names as called: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student Trustee Haylee Neuman was absent. Trustees Absent: None.
- 6. **Public Hearing**: The Chairman declared that a quorum is present and the Tax Levy Hearing is now open.
- 7. <u>Public Oral Testimony</u>: The Chairman asked if any members of the public wished to provide oral testimony on the 2018 Tax Levy. There were none.
- 8. <u>Public Written Testimony</u>: The Chairman asked if any members of the public wished to provide written testimony concerning the 2018 Tax Levy. There were none.
- 9. Public Hearing Adjourned: The Chairman announced that all persons desiring to be heard have been given an opportunity to provide oral or written testimony with respect to the 2018 Tax Levy. Hearing no additional requests, the Chair asked for a motion to conclude and adjourn the hearing. Trustee Brenda Culver made a motion to conclude and adjourn the hearing. Trustee James Lane seconded the motion. The Chair directed the Secretary to call the roll. The roll call was taken and the following trustees answered to their names as called: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student Haylee Neuman was absent. Trustees Absent: None. The Chair declared the motion carried, and the Tax Levy Hearing was adjourned. The Chair stated that pursuant to the prior motion, the Board of Trustees was now in open, public session for the transaction of business, a quorum being present.

AGENDA #4 - "Recognition of Visitors & Guests" -

#4-A. Visitors & Guests: Visitors & guests present were recognized, including several college staff members.

#4-B. IECEA Representative: There was no IECEA Representative present.

AGENDA #5 – "Public Comment" - None.

AGENDA #6 - "Reports" -

#6-A. Report from Trustees: - None.

#6-B. Report from Presidents: Electronic and written reports were presented by the Presidents.

#6-C. Report from Cabinet: - None.

AGENDA #7 – "Policy First Reading (and Possible Approval)

#7-A. Substance Abuse Policy 100.9: CAO Holly Martin reviewed proposed revisions to the policy relating to the continued prohibition of use of certain recently State of Illinois approved drugs that are not approved at the Federal level. This revision will ensure continued adherence to federal law. The CEO recommended approval of the following revised policy.

BOARD OF TRUSTEES - 100 Substance Abuse Policy (100.9)

Date Adopted: December 19, 1989 Revised: November 20, 2018

The Board of Trustees recognizes the importance of a college environment which is free of substance abuse. Programs of education, rehabilitation and treatment are implemented to promote a substance-free college environment. The college environment includes students, employees and other persons participating in District 529-sponsored classes, programs, services and other activities and events.

Section 22 of the Drug Free Schools and Communities Act Amendments of 1989 (DFSCA) added section 1213 to the Higher Education Act of 1965 (HEA), requiring that all institutions receiving federal financial assistance, including student financial aid, implement a drug prevention program.

Pursuant to section 22 of the DFSCA, Drug-Free Workplace Act of 1988, and the Controlled Substance Act of 1970, Illinois Eastern Communities Colleges prohibits the unlawful possession, sale, transfer, purchase, or use of alcohol, unlawful narcotics, cannabis or any other controlled substance on college property or on the premises where college activity is occurring.

Under federal jurisdiction, the possession, sale, transfer, purchase, or use of cannabis, including medical marijuana, is unlawful. Therefore, although Illinois state legislation permits the authorized use of medical marijuana, under physician prescription, the possession, sale, transfer, purchase or use of all cannabis, is prohibited on college property or on the premises where college activity is occurring.

Substance abuse is defined as unauthorized possession, sale, transfer, purchase, or use of alcohol, unlawful narcotics, cannabis or any other controlled substance. Substance abuse within the college environment is prohibited. Students and employees involved in substance abuse within the college environment in violation of this policy are subject to disciplinary action including, but not limited to, referral to counseling, academic suspensions or expulsions for students, and

<u>termination</u> of <u>employment</u> for <u>employees</u>. Any illegal substance abuse instance will result in involvement of law enforcement officials.

Contractors to District 529 are expected to comply with the Drug-Free Workplace Act of 1988.

<u>Board Action</u>: Trustee Brenda Culver made a motion to approve the revised Substance Abuse Policy 100.9 as presented. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair, the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student Trustee Haylee Neuman was absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #8 – "Policy Second Reading" - None.

<u>AGENDA #9 – "Staff Recommendations for Approval"</u> – The following staff recommendations were presented for approval.

#9-A. Certificate of Compliance with the Truth in Taxation Law: The CEO recommended approval for the Chairman to sign the Truth in Taxation Certificate of Compliance, containing the following statements relative to this community college district:

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

The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law. The certificate applies to the 2018 levy.

<u>Board Action</u>: Trustee James Lane made a motion to approve the Certificate of Compliance with the Truth in Taxation Law as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair, the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James lane, Jan Ridgely. Student Trustee Haylee Neuman was absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-B. Certificate of Tax Levy for Calendar Year 2018: Ryan Hawkins reviewed the Certificate of Tax Levy, showing the following sums to be levied on the taxable property of this community college district:

the sum of <u>\$ 2,825,000</u>	to be levied as a tax for educational purposes (110 ILCS 805/3-1), and
the sum of <u>\$ 1,226,500</u>	to be levied as a tax for operations and maintenance purposes (110 ILCS $805/3-1$), and
the sum of \$ 0	to be levied as an additional tax for educational and operations and maintenance purposes (110
	ILCS 805/3-14.3), and

the sum of \$ 450,000	to be levied as a special tax for purposes of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/9-107), and
the sum of <u>\$ 235,000</u>	to be levied as a special tax for Social Security and Medicare insurance purposes (40 ILCS $5/21-110$ and $5/21-110.1$), and
the sum of <u>\$ 82,000</u>	to be levied as a special tax for financial audit purposes (50 ILCS 310/9), and
the sum of \$ 0	to be levied as a special tax for protection, health and safety purposes (110 ILCS $805/3-20.3.01$), and
the sum of \$ 100,000	to be levied as a special tax for (specify) worker's compensation & unemployment purposes, on the taxable property of our community college district for the year 2018.

Signed this 20th day of November, 2018.

When any community college district is authorized to issue bonds, the community college board shall file in the office of the county clerk in which any part of the community college district is situated a certified copy of the resolution providing for their issuance and levying a tax to pay them. The county clerk shall each year during the life of a bond issue extend the tax for bonds and interest set forth in the certified copy of the resolution. Therefore, to avoid a possible duplication of tax levies, the community college board should not include in its annual tax levy a levy for bonds and interest.

Number of bond issues of said community college district which have not been paid in full ________1_____.

This certificate of tax levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December.

Board Action: Trustee Gary Carter made a motion to approve the Certificate of Tax Levy as recommended. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Student Trustee Haylee Neuman was absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-C. GASB Designation of Tax Levy Year: Ryan Hawkins reviewed certain GASB guidelines regarding tax levies. Under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that the District's tax levy is to be recognized as income. Currently, the Board of Trustees does a levy and extension for taxes based upon calendar years which overlap the District's school year and the District's fiscal year. The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2018 will be collected late in calendar year 2019 and that income from the collection of such funds will be allocated 100% to Fiscal Year 2020 (July 1, 2019 – June 30, 2020).

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

That the Board hereby incorporates, by reference, all prior resolutions adopted in calendar year 2018 concerning tax levies and extensions

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

That the sum of Two Million Eight Hundred Twenty-Five Thousand Dollars (\$2,825,000) be levied as a tax for Educational purposes; and the sum of One Million Two Hundred Twenty-Six Thousand Five Hundred Dollars (\$1,226,500) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Thirty-Five Thousand Dollars (\$235,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Eighty-Two Thousand Dollars (\$82,000) be levied as a special tax for Financial Audit purposes; and the sum of Four Hundred Fifty Thousand Dollars (\$450,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; and the sum of One Hundred Thousand Dollars (\$100,000) be levied as a special tax for Worker's Compensation and Unemployment purposes on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, State of Illinois, for the year 2018 to be collected in the year 2019; and that the income from the levy for the year 2019 be allocated 100% for Fiscal Year 2020.

<u>Board Action</u>: Trustee James Lane made a motion to adopt the foregoing resolution regarding designation of the tax levy year as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Student Trustee Haylee Neuman was absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-D. 2019 Statewide Emergency Capital Funding: On September 12, the Illinois State legislature authorized \$11,300,000 of the state fiscal year 2019 capital budget be released to the community college network. Of this amount, IECC was awarded \$240,970. IECC is to provide a 25% local match for the projects, for a total commitment of \$82,612 for fiscal year 2019. The two approved projects are a heat exchanger at Olney Central College for \$28,582 (\$21,437 state funded) and applied fluid acrylic to the Applied Arts building roof at Wabash Valley College for an estimated \$295,000 (\$219,533 state funded).

The CEO recommended approval of the Trust Agreement with First National Bank in Olney, as listed in full in the board agenda, and the authorization of the local funding for the two projects.

<u>Board Action:</u> Trustee James Lane made a motion to approve the 2019 Statewide Emergency Capital Funding Trust agreement and authorization to fund two local projects. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Student Trustee Haylee Neuman was absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-E. International Tuition Rate: Following the determination of the District's chargeback rate and out of state tuition rates, the Board can establish the tuition rate for the District's International students. The rate per semester hour for International students will be \$341.51. The rate per semester hour for second year International students will be \$230.00. The CEO recommended approval of the foregoing International rates.

Board Action: Trustee Al Henager made a motion to approve the International Tuition Rate as presented. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Student Trustee Haylee Neuman was absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

- #9-F. Tax Abatement for Lawrence County: The Board postponed consideration of a proposal by the Lawrence County Board to abate property taxes for ten years on residential property and certain commercial property until more details are received.
- #9-G. Holiday Calendar 2019: The CEO recommended approval of the proposed holiday schedule for administrative, technical, professional/non-faculty, clerical, and maintenance staff for calendar year 2019 as presented.

Board Action: Trustee Gary Carter made a motion to approve the Holiday Calendar for Calendar Year 2019 as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Student Trustee Haylee Neuman was absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-H. Affiliation Agreements: The CEO recommended approval of affiliation agreements for the FCC Phlebotomy Program between FCC and Hamilton Memorial Hospital and OCC's Phlebotomy Program between OCC and Good Samaritan Hospital Vincennes, and for the OCC Basic Nurse Assistant Program between OCC and Aperion Care Bridgeport.

<u>Board Action:</u> Trustee Brenda Culver made a motion to approve affiliation agreements with area health institutions as presented in full, in the Board agenda, as recommended. Trustee James Lane seconded the motion and on a recorded roll call vote the following trustees voted yea: Andrew Fischer, John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Student Trustee Haylee Neuman was absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – "Bid Committee Report" – None.

- **AGENDA #11 "District Finance"** The following District financial matters were presented.
- #11-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of October 31, 2018.
- **#11-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for November 2018 totaling \$3,032,341.31 were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Jan Ridgely made a motion to approve payment of district financial obligations for November, 2018, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. The student trustee Haylee Neuman was absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>AGENDA #12 – "Chief Executive Officer's Report"</u> – The CEO's Report items covered were review of an Article on Illinois Community College Enrollment and IECC Enrollment.

<u>AGENDA #13 – "Executive Session"</u> – The Board of Trustees did <u>not</u> hold an executive session at this meeting.

<u>AGENDA #14 – "Approval of Executive Session Minutes"</u> – The Board of Trustees did <u>not</u> hold an executive session at the regular meeting, October 16, 2018.

<u>AGENDA #15 – "Approval of Personnel Report"</u> – Tara Buerster presented the following personnel Report and the CEO recommended approval.

400.1. Employment of Personnel

A. Professional Non-Faculty, Exempt

1. Stephanie Nutall, Title III Project Director, OCC (GR), effective November 26, 2018, pending successful completion of background check and approval by Department of Education.

B. Faculty, Non-Bargaining Unit

- 1. Wendy Coles, Workforce Education Instructor, effective January 2, 2019, pending successful completion of background check.
- 2. Calvin Melvin, Workforce Education Instructor, effective January 7, 2019, pending successful completion of background check.

400.2. Change-in-Status

A. Professional Non-Faculty, Non-exempt

- 1. Alyssa Maglone, Administrative Assistant to the Dean, OCC to Coordinator of Curricular Reporting and Articulation, DO, effective November 26, 2018.
- 2. Taryn Bunting, Administrative Assistant, OCC, to Coordinator of Financial Aid, OCC, effective November 21, 2018.

400.3 Special Assignment

A. Other

1. Luke Harl, Interim Title III Project Director, 50% of time, effective October 29, 2018.

400.4 Resignation Ratification

A. Faculty

Dr. Laura Bruck, Assistant Professor, WVC, effective May 11, 2019.

Board Action to Approve Personnel Report: Trustee Al Henager made a motion to approve the Personnel Report as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Student Trustee Haylee Neuman was absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #16 "Collective Bargaining" - None.

AGENDA #17 "Litigation" – None.

AGENDA #18 "Other Items" – None.

AGENDA #19 "Adjournment" – Trustee James Lane made a motion to adjourn. Trustee Jan Ridgely seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The voice vote was taken. The Chair declared the "Ayes" have it, and the motion is adopted, and the meeting was adjourned at 8:00 p.m.

Call to Order and Roll Call

Disposition of Minutes

Recognition of Visitors and Guests

A. Visitors and GuestsB. IECEA Representatives

Public Comment

Reports
A. Trustees
B. Presidents
C. Cabinet

Policy First Reading (and Possible Approval)

Agenda Item #6A 400.21 Military Leave Policy

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 11, 2018

RE: Policy 400.21 Military Leave Policy

A new law has been enacted effective January 1, 2019 entitled the Illinois Service Member Employment and Reemployment Rights Act. The new law requires all Illinois Public Employers to revise their military leave policies and practices.

The District policy is revised to utilize the new definition of military leaves of absence. Currently, a leave is granted for training, initial active duty for training, inactive duty training, and full-time National Guard duty. Under the new definition this is just defined as military service.

Additionally, employees are required to provide advance notice for military leave and the District will continue to pay the employer's portion of the premium for health insurance for active duty as defined. Annual training leave for regular compensation is limited to 30 days per calendar year and voluntary active service leave is limited to 60 days per calendar year.

I ask the Board's approval to these changes to the District's military leave policy.

TLB/rs

Attachment

Military Leave (400.21)

Date Adopted: May 20, 1997 Revised: February 21, 2006 Revised: April 18, 2017

Revised: December 11, 2018 (pending Cabinet and Board approval)

Employee Military Leave

In accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), and the Illinois Service Member Employment and Reemployment Rights Act, the Illinois Veterans Service Men's Employment Tenure Act 330 ILCS 60/1, and the Military Leave Act 5 ILCS 325/1, employees shall be granted military leaves of absence for the performance of duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty military service.

Employees are required to provide advance notice in order to be eligible for military leave, either in writing or orally, to their supervisor as soon as possible so that work schedules may be arranged consistent with operating needs. This requirement shall be excused for military necessity, which prevents employees from giving notice or circumstances whereby it is impossible or unreasonable for employees to provide notice.

Employees on military leave are entitled to group insurance coverage as provided by the Board of Trustees. The District will continue to pay the employers portion of the premium for reservists for periods of "active duty" as defined by State Law. Employees who elect dependent insurance coverage to continue on the group plan must make arrangements for payment of the employee's share of premiums while on unpaid leave. Employees on military leave will continue to accrue seniority and other benefits (e.g., vacation) while on leave. Employees on military leave are also entitled to salary continuation under the following circumstances:

- 1. <u>Annual ‡Training leave</u>: employee receives his or her regular compensation from employer <u>for up</u> to 30 days per calendar year.
- 2. <u>Basic training Voluntary Active Service leave</u>: employees in the reserves are is entitled to receive compensation equal to the difference between his or her <u>daily rate of</u> military pay and regular compensation from employer <u>for up to 60 work days</u>, provided military pay is less than his or her regular compensation.
- 3. <u>Special or advanced training leave</u>: employee is entitled to receive, for up to 60 days of such training, the difference between his or her military pay and regular compensation, provided military pay is less than his or her regular compensation.
- 4.3. Involuntary Active Service Duty: any employee who is a member of any reserve component of the United States Armed Services, including the Illinois National Guard or Illinois State Militia, and who is mobilized to active duty shall continue during the period of active duty to receive his or her compensation equal to the difference between his or her military pay and regular compensation from employer, provided military pay is less than his or her regular compensation. An employee in the reserves who is ordered to perform involuntary active service is eligible to receive additional differential compensation in accordance with State law.

Employees will need to provide requested documentation of military pay in order to facilitate the administration of differential compensation. Differential compensation is only paid for those workdays where the employee would otherwise have been scheduled to work.

Employees may elect to receive payment for vacation days, <u>personal days</u>, <u>or floating holiday in lieu of differential compensation or for periods of unpaid leave</u>, in accordance with Board policy.

Employees may elect to continue contributions at their own expense to pension plans during unpaid military leave or to make up missed contributions over the lesser of five years or three times the length of the military service.

Upon satisfactory completion of military service and timely notice of intent to return to work, employees shall have reemployment rights applicable under state and federal law.

The above section is not applicable to temporary full-time or part-time employees who have brief or non-recurrent positions and who have no reasonable expectation that their employment will continue indefinitely or for a significant period of time.

Family Military Leave

In accordance with the Family Military Leave Act (Public Act 094-0589), employees shall be granted family military leave if they are the spouse, parent, child or grandparent of a person called to military service lasting longer than 30 days with the State or United States pursuant to the orders of the Governor or the President of the United States. To qualify for family military leave an employee must have worked for the District for at least 12 months and worked at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

Employees who qualify for family military leave shall be allowed to take up to 30 days of unpaid family military leave during the time that Federal or State deployment orders are in effect, subject to the conditions set forth in this policy.

An employee <u>may not</u> take family military leave as provided in this policy until he or she has exhausted all accrued vacation, floating holiday, personal, compensatory time and any other paid leave that may be granted to the employee, except sick leave and disability leave.

Employees shall give at least 14 days notice of the intended date upon which the family military leave will commence if leave will consist of 5 or more consecutive workdays. When able, the employee shall consult with their supervisor to schedule the leave so as to not unduly disrupt the operation of the District. Employees who take family military leave for less than 5 consecutive days shall give their supervisor advanced notice as is practicable. The District may require certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

Any employee who takes family military leave, upon expiration of the leave, shall be entitled to be restored to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment. This section does not apply if the District proves that the employee was not restored as provided in this section because of conditions unrelated to the employee's exercise of rights under this policy.

During any family military leave taken under this policy, the District shall make it possible for the employee to continue their benefits at the employee's expense. The employee will not accrue paid leave time during family military leave.

Agenda Item #6B 100.30 Emergency Succession Policy

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 11, 2018

RE: Policy 100.30 Emergency Succession Policy

In October 2015, the Board adopted an Emergency Succession Policy to provide guidance if there was a change in administration caused by a sudden rather than a planned loss of key leadership.

In its annual review of the Emergency Succession Policy, the Cabinet noted several changes in titles needed to be addressed.

The proposed changes make no policy changes, only changes that the Board has approved in titles.

I ask the Board's approval to these changes to the titles of positions named in the District's Emergency Succession Policy.

TLB/rs

Attachment

BOARD OF TRUSTEES - 100

Emergency Succession Policy (100.30)

Date Adopted: October 20, 2015

Revised: December 11, 2018 (pending Cabinet and Board approval)

Succession planning is a priority for Illinois Eastern Community Colleges. It is an ongoing process that provides guidance for the Board and administration during times of sudden, rather than planned, losses in key leadership roles. Reasonable exceptions may be implemented given special context.

I. Administrative Succession

Illinois Eastern Community Colleges' succession plan includes succession planning for the key administrative and critical function area positions that require highly specialized skills. Positions identified as critical and key administrative include, but are not limited to, Chief Executive Officer, Chief Finance Financial Officer/Treasurer, Dean of Academic & Student Support Services & Chief Academic Officer, Director of Human Resources, Director of Information & Communications Technology, College Presidents, and the Dean of Workforce Education. Critical positions outside of named key administrative and professional function areas, that require specialized skills may need succession plans. The administrative cabinet will identify these positions and develop succession plans in respective areas. Succession plans do not entitle positions, promotions, or transfers to employees. These plans will be reviewed annually or as needed and retained by the Human Resources Department.

II. Chief Executive Officer Succession

In the event of a sudden loss of the services of the Chief Executive Officer (CEO), the Board shall, in most cases, appoint an acting Chief Executive Officer or an Interim Management Team for the College District to address immediate services. For an extended term appointment, the Board may appoint an interim Chief Executive Officer until a new CEO is named from a standard process. The acting or interim Chief Executive Officer or Interim Management Team will perform all duties and functions of the CEO as required by Board policy and law. All actions and transactions conducted by the Interim Chief Executive Officer or Interim Management Team will be made with consideration of the scope of the budget and interests of the College. At least two other executives in the CEO's administrative Cabinet will be familiar with Board and CEO issues and processes.

III. Interim Management Team

The Interim Management Team shall have the duties and obligations as set forth in the Chief Executive Officer Succession plan. Members of the Interim Team for the following positions would include:

Chief Executive Officer

Chief Finance Financial Officer/Treasurer

Dean of Academic & Student Support Services and Chief Academic Officer Director of Human Resources Secretary to Board of Trustees

Chief Finance Financial Officer

Chief Executive Officer
District Office Director of Financial Operations
Director of Business from Two Colleges

Dean of Academic & Student Support Services and Chief Academic Officer

Chief Executive Officer
District Office Program Director of College Support Services Director of Financial Aid
Dean of Instruction from Two Colleges
Research Assistant Coordinator of Curricular Reporting and Articulation

Director of Human Resources

Chief Executive Officer
Chief Finance Financial Officer
District Office Coordinator of Employment and Benefits

Director of Information and Communications Technology

District Office Coordinator of Web and Online Learning Services District Office Systems Administrators Information Technology Trainer/Support

College President

Chief Executive Officer College Dean of Instruction College Director of Business

Dean of Workforce Education

Chief Executive Officer
Associate Dean of Workforce Education
Workforce Education Director of Registration & Records
Workforce Education Director of Business & Finance

Policy Second Reading

None

Staff Recommendations for Approval

Board Meetings Dates and Locations for 2019

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 11, 2018

RE: Board Meeting Dates and Locations for 2019

The Illinois Community College Act requires that the Board annually set meeting dates, times and locations of Board meetings for the upcoming calendar year. The attached resolution sets forth that the Trustees will meet on the third Tuesday of every month except the December meeting shall be the second Tuesday of the month. The following are the meeting dates and locations for the IECC Board of Trustees for 2019.

I recommend approval of this resolution.

TLB/rs

Attachment

Board Meeting Dates 2019

Tuesday, January 15, 2019, 7 p.m., Olney Central College

Tuesday, February 19, 2019, 7 p.m., Wabash Valley College

Tuesday, March 19, 2019, 7 p.m., Frontier Community College

Tuesday, April 16, 2019, 7 p.m., Lincoln Trail College

Tuesday, May 21, 2019, 7 p.m., Olney Central College

Tuesday, June 18, 2019, 7 p.m., Wabash Valley College

Tuesday, July 16, 2019, 7 p.m., Frontier Community College

Tuesday, August 20, 2019, 7 p.m., Lincoln Trail College

Tuesday, September 17, 2019, 7 p.m., Olney Central College

Tuesday, October 15, 2019, 7 p.m., Wabash Valley College

Tuesday, November 19, 2019, 7 p.m., Frontier Community College

Tuesday, December 10, 2019, 7 p.m., Lincoln Trail College

12/2018

MOU with Wabash Area Development Head Start

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 11, 2018

RE: Memorandum of Understanding with Wabash Area Development Head Start

The Wabash Area Development Corporation operates the Head Start/Early Head Start Program and wishes to implement a Memorandum of Understanding (MOU) with the District/Wabash Valley College operated Small World dealing with Pre-Kindergarten children.

Under the agreement, each party will work collaboratively to screen and select Pre-Kindergarten children and refer children to each other's programs and obtain parental consent when required.

The MOU deals with special education requirements, providing early intervention, and smooth transition into the school system. The parties agree to one on one training for Head Start staff and Head Start teachers dealing with special needs children. A major portion of the agreement deals with a Kindergarten transition agreement and allows for anticipation, orientation, and information sharing with the families leaving Head Start and going into Kindergarten.

I ask the Board's approval of this Memorandum of Understanding between the Wabash Area Development and IECC/Wabash Valley College/Small World.

TLB/rs

Attachment

MEMORANDUM OF UNDERSTANDING AND LINKAGE AGREEMENT

BETWEEN

WABASH AREA DEVELOPMENT INC. HEAD START/EARLY HEAD START PROGRAM And

SMALL WORLD – WABASH VALLEY COLLEGE

PRE-K AGREEMENT

*This is a collaborative agreement which describes the intentions for the above two entities to work in partnership to support early childhood care and education of the families with preschool age children in the community.

In order to support comprehensive services and support for these families both parties agree to:

- 1. Establish and maintain open lines of communication with each other.
- 2. After children have been screened, meet with Head Start for the selection process for appropriate placement.
- 3. If families selected for the school Pre-K program are already enrolled in Head Start, it will be explained to families that they need to remain in Head Start as both programs are collaborating with this Preschool for All/Pre-K program. Head Start can provide many services that Pre-K cannot (health, dental, vision, etc). The school can provide center-based services that Head Start does not.
- 4. Routinely refer children to each others program and share waiting lists with each other.
- 5. When applicable with parent consent, each partner will release development screening results, health screenings, medical information, etc. in order for families to receive services in each program.

SPECIAL EDUCATION AGREEMENT

The following agreement is for the purpose of promoting cooperation in serving families with children who may be in need of special education. *It is not a legally binding contract.*

Head Start agrees to:

- 1. a. Screen all children enrolled for potential problems in the areas of physical and dental health within 90 days of enrollment.
 - b. Screen all children enrolled for potential problems in speech, vision, hearing and development within 45 days of enrollment.

- c. Complete other assessments through observation and discussion with parents.
- d. Obtain a child development history on each child.
- 2. All children failing any section of the developmental rescreen will be referred to the school district, with parent permission, for further evaluation. We will complete referral paperwork and include results from our screenings. We will assist parents with transportation to the school for evaluations and meetings. We will assist the school in contacting parents and relaying messages.
- 3. We wish to participate in all conferences including the IEP and Annual Review. Head Start staff that may attend will be the teacher/home visitor, health staff, or site supervisor depending on conditions and availability of staff.
- 4. Head Start will dual enroll children with the school district as deemed appropriate in the IEP. We will attempt to accommodate placement in our classroom or home based program. Head Start is willing to be a placement option for children eligible for Special Education and related service if deemed appropriate at the IEP and parents are in agreement.
- 5. We will conference with all teachers of dual enrolled children to ensure continuity of programs, building on and reinforcing the objectives set on the IEP.
- 6. Head Start will obtain written consents of parents to share all information to and from the school district. We will request copies of all evaluations done and all conferences including the IEP. We will observe confidentiality of the information shared.
- 7. We will notify you of any child in our Early Head Start program meeting disability criteria who turns three years old at least six months in advance of their turning three years of age.
- 8. Head Start will assist parents in understanding their rights under the provisions of Part B IDEA.

Head Start will participate in transition meetings with Early Intervention and the local school district for all children with disabilities entering the school systems. Head Start will prepare the child and parent for a smooth transition into the school system. Visiting and conference activities will be coordinated with the school personnel.

Head Start will collaborate with the school district to provide one-on-one training to Head Start staff working with the dual enrolled child. An example of this training might be for the Head Start teacher/home visitor to observe and work with the child and the speech therapist during a session.

The school district agrees to:

- 1. Refer to Head Start when a child does not meet eligibility requirements for a school program or when dual enrolling with Head Start would benefit the child.
- 2. Invite Head Start staff to attend staffing, IEP and other reviews and/or ongoing conferences on all children in Head Start. If possible, *CC* the copy of the letter sent to the parent of the child enrolled in the Head Start program.
- 3. Contact Head Start for our assistance when there is difficulty connecting with or getting response from a parent.

- 4. Conduct evaluations as needed on children referred for further assessments when the Head Start screening indicates a concern.
- 5. With written consent of parent, share reports both verbally and written with the appropriate Head Start staff.

KINDERGARTEN TRANSITION AGREEMENT

The following section is for the purpose of promoting smooth and timely transition for the children and families leaving Head Start and going to kindergarten. This agreement allows for anticipation, orientation and information sharing for the families leaving Head Start and going into kindergarten.

Head Start agrees to:

- 1. Provide all families leaving Head Start to go on to kindergarten with the booklet, "Head Start to Kindergarten: Another Step Forward". The booklet will include a listing of all schools addresses, phone numbers, principal's name, and names of the kindergarten teachers in Edwards, Gallatin, Hamilton, Saline, Wabash, Wayne and White County school districts.
- 2. Encourage families to participate in their pre-school round-up and kindergarten registrations. Head Start will provide transportation assistance if necessary.
- 3. Give the families a copy of their child's physical, dental and shot records from the program's files to take with them to their child's kindergarten registration.
- 4. Plan, do, and review transition activities with families to help with concerns and raise awareness of the important development milestones. Examples of activities are: reading books about kindergarten and separation, drawing pictures, making books, role playing, etc.
- 5. Plan, do, and review field trips to local kindergarten classrooms.

The school district agrees to:

- 1. Provide Head Start with the needed information for compiling the transition booklet.
- 2. Contact Head Start Education Coordinator with kindergarten registration dates to assist in keeping families informed.
- 3. Support the Head Start kindergarten field trip.
- 4. Support Head Start families' and children's participation in activities during the Head Start kindergarten field trip.

*The following outlines steps to coordinate activities with the local educational agencies serving Edwards, Gallatin, Hamilton, Saline, Wabash, Wayne and White Counties in which children participating in the Head Start Program will enroll following their departure from Head Start.

In joint collaboration, both agencies agree to provide the appropriate services to families involved in local service areas of the educational agency. Both agencies and service providers will work together to provide an integrated system of public dissemination and access to programs for families contacting the Head Start program or any of the preschool programs.

Both agencies agree to share information according to the confidentiality guidelines and will not disclose information without written consent.

Both agencies will make and accept referrals meeting the appropriate guidelines, educational activities, curricular objectives and instruction.

Both agencies will work together to meet the needs of the families through selection priorities for eligible children to be served by programs.

Both agencies will respect the human rights and dignity of persons served with provisions of additional services to meet the needs of working parents as applicable.

The collaboration of services will be a united team effort by providing staff training including opportunities for joint staff training in topics such as academic content standard, instructional methods, and social and emotional development.

Both agencies will provide communication and parent outreach for smooth transitions to kindergarten.

Both agencies will address any communication difficulties individually or through intra-agency meetings or program technical assistance.

Both agencies will collaborate as needed in the shared use of facilities, transportation and any other elements agreed to by the parties to such memorandum.

This agreement and memorandum will begin September 2018 and continue through September 2019. Agreement will be reviewed and renewed annual.

School District Representative/Title	Date	
Lena M. Hicks, CCAP, Executive Director Wabash Area Development, Inc.	Date	
Alisa Newman, CCAP, Head Start/Early Head Start Director	Date	

Wabash Area Development, Inc.

Phone: (618) 963-2387 Fax: (618) 963-2525

Agenda Item #8C Facility Usage Agreement with Fairfield Memorial Hospital

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 11, 2018

RE: Facility Usage Agreement with Fairfield Memorial Hospital

Under a proposed agreement, if Fairfield Memorial Hospital were involved in a disaster, Illinois Eastern Community College/Frontier Community College would agree to assist Fairfield Memorial Hospital in any way possible.

Transportation of all staff, visitors and patients would be the responsibility of Fairfield Memorial Hospital.

This agreement does not mandate or require any action by either party, but ensures a spirit of cooperation between Fairfield Memorial Hospital and Illinois Eastern Community College/Frontier Community College in the event of a disaster occurring which severely limits Fairfield Memorial Hospital's ability to provide treatment and care to its patients.

The agreement remains in effect until either party notifies the other with a 30 day written notice.

I recommend the Board approve this facilities usage agreement.

TLB/rs

Attachment

Facility Usage Agreement Between Fairfield Memorial Hospital And Illinois Eastern Community Colleges/Frontier Community College

Fairfield Memorial Hospital, 303 NW 11th Street, Fairfield, Illinois and Illinois Eastern Community College District #529 located at 2 Frontier Drive, Fairfield, Illinois, agree to collaborate upon the notice of the Hospital to provide temporary facilities in the event of a disaster affecting Fairfield Memorial Hospital.

Fairfield Memorial Hospital shall arrange for safe transportation of all staff, visitors and patients to Frontier Community College.

Coordination and communication of this arrangement shall be accomplished through direct contact between the Fairfield Memorial Hospital CEO, or designee, and the designee of the organization this agreement is with.

This agreement does not mandate or require any action by either party, but does ensure a spirit of cooperation between organizations in the event that a disaster occurs which severely limits Fairfield Memorial Hospital's ability to provide treatment and care to its community residents. Fairfield Memorial Hospital, through its insurance agents and agreements, is solely responsible for the care and conduct of its staff during this temporary arrangement and shall hold harmless all officers and members of Illinois Eastern Community Colleges from any liability, damages and claims sought by parties of this temporary arrangement.

The provision for the utilization of facilities shall only exist until such time that arrangements can be made to safely transfer staff, visitors and patients to a safe and secure area.

Emergency contact information for both parties will be kept on file and updated at least annually.

This agreement shall remain in effect until either party notifies the other party of the intent to terminate this agreement with a 30 day written notice.

Katherine Bunting-Williams, CEO Fairfield Memorial Hospital	Terry L. Bruce, CEO Illinois Eastern Community Colleges
Date	Date

Agenda Item #8D

Motorcycle Safety Agreement with SIU Carbondale

Frontier Community College Lincoln Trail College Olney Central College Wabash Valley College

Agenda Item #8D

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 11, 2018

RE: Motorcycle Safety Agreement with SIU-Carbondale

Southern Illinois University (SIU) has proposed a continuation of their Motorcycle Rider Program facility use agreement for each of the District's four colleges for 2019.

The Board has approved these agreements in the past and SIU has successfully operated Motorcycle Rider Programs at each college.

I ask the Board's approval of the attached four agreements.

TLB/rs

Attachments

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2019 ("Effective Date"), between the Board of Trustees of Southern Illinois University ("University"), on behalf of the Safety Center located at Carbondale, Illinois and the Frontier Community College ("FCC") in Fairfield, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses ("Courses") pursuant to the Motorcycle Rider Training Program ("Program") to local communities throughout southern and central Illinois;

WHERREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, FCC owns property in Fairfield suitable for offering the Courses; and

WHEREAS, FCC and University agree that offering the Courses at FCC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

- 1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
- 2. FCC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by FCC, for offering the Courses.
- 3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. FCC shall be named as additional insured to this policy;

- B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2 servicese ben/autoplan.htm, or by printed copy upon request;
- C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;
- D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and
- E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from FCC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

- 4. For the term of this Agreement, FCC shall procure and maintain the following insurance coverage:
 - A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and
 - B. Workers compensation insurance for all employees of FCC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's <u>Key Rating Guide</u>. FCC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of cancellation or non-renewal of above described insurance, FCC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby

warrant that he/she has the necessary authority to bind said party to this Agreement.

5. To the extent permitted by law and not inconsistent with the doctrine of sovereign

immunity, the University shall indemnify and hold harmless FCC, its agents and employees, from

any third party claims, demands, or action arising out of the negligent or reckless actions or

omissions or intentional misconduct of University, its agents or employees to the extent such

actions, omissions or misconduct arise from the conduct of the Courses at FCC. To the extent

permitted by law, FCC shall indemnify and hold harmless the University, its agents and employees,

from any third party claims, demands, or action arising out of the negligent or reckless actions or

omissions or intentional misconduct of FCC, its agents or employees to the extent such actions or

omissions occur during the term of this Agreement. In the event either party is notified of any

alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury,

claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after

receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or

registered mail or a nationally recognized courier service or via email if any email address is

provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to

the following:

Jared Borrenpohl

Safety Center, Mail Code 6731

1435 Douglas Drive

Southern Illinois University

Carbondale, Illinois 62901

Notices to FCC for purposes of this Agree	ement shall be sent to the following:
8. This Agreement may be terminated by 6	either party upon thirty (30) day advance written
notice.	
9. This Agreement and any dispute arising	g hereunder shall be governed by and construed
in accordance with the laws of the State of Illinois	s without regard to its conflict of law provisions.
10. This Agreement commence as of the	Effective Date and continue through the end of
the approved course schedule for 2019, unless eit	her party terminates this Agreement as set forth
in Section 8 herein. The parties may renew this ag	greement by written mutual agreement.
IN WITNESS WHEREOF, the parties have	e executed this Agreement as to the day and year
first written above.	
BOARD OF TRUSTEES SOUTHERN ILLINOIS UNIVERSITY	ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 FRONTIER COMMUNITY COLLEGE
By: E Southern Illinois University Carbondale	By: Terry L. Bruce Chief Executive Officer Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2019 ("Effective Date"), between the Board of Trustees of Southern Illinois University ("University"), on behalf of the Safety Center located at Carbondale, Illinois and the Lincoln Trail College ("LTC") in Robinson, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses ("Courses") pursuant to the Motorcycle Rider Training Program ("Program") to local communities throughout southern and central Illinois;

WHERREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, LTC owns property in Robinson suitable for offering the Courses; and WHEREAS, LTC and University agree that offering the Courses at LTC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

- 1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
- 2. LTC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by LTC, for offering the Courses.
- 3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. LTC shall be named as additional insured to this policy;

- B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2 servicese ben/autoplan.htm, or by printed copy upon request;
- C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;
- D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and
- E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from LTC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

- 4. For the term of this Agreement, LTC shall procure and maintain the following insurance coverage:
 - A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and
 - B. Workers compensation insurance for all employees of LTC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's <u>Key Rating Guide</u>. LTC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of cancellation or non-renewal of above described insurance, LTC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

- 5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.
- 6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless LTC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at LTC. To the extent permitted by law, LTC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of LTC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.
- 7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following

Jared Borrenpohl Safety Center, Mail Code 6731 1435 Douglas Drive Southern Illinois University Carbondale, Illinois 62901

8. This Agreement may be terminated by	by either party upon thirty (30) day advance
written notice.	
9. This Agreement and any dispute aris	sing hereunder shall be governed by and construed
in accordance with the laws of the State of Illin	ois without regard to its conflict of law
provisions.	
10. This Agreement commence as of the	ne Effective Date and continue through the end of
the approved course schedule for 2019, unless	either party terminates this Agreement as set forth
in Section 8 herein. The parties may renew this	agreement by written mutual agreement.
IN WITNESS WHEREOF, the parties h	nave executed this Agreement as to the day and
year first written above.	
BOARD OF TRUSTEES SOUTHERN ILLINOIS UNIVERSITY	ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 LINCOLN TRAIL COLLEGE
By:	By: Terry L. Bruce
Southern Illinois University Carbondale	Terry L. Bruce Chief Executive Officer Illinois Eastern Community Colleges

Notices to LTC for purposes of this Agreement shall be sent to the following:

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2019 ("Effective Date"), between the Board of Trustees of Southern Illinois University ("University"), on behalf of the Safety Center located at Carbondale, Illinois and the Olney Central College ("OCC") in Olney, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses ("Courses") pursuant to the Motorcycle Rider Training Program ("Program") to local communities throughout southern and central Illinois;

WHERREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, OCC owns property in Olney suitable for offering the Courses; and WHEREAS, OCC and University agree that offering the Courses at OCC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

- 1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
- 2. OCC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by OCC, for offering the Courses.
- 3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. OCC shall be named as additional insured to this policy;
 - B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other

available insurance and coverage details can be found at http://www.cms.il.gov/cms/2 servicese ben/autoplan.htm, or by printed copy upon request;

- C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;
- D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and
- E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from OCC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

- 4. For the term of this Agreement, OCC shall procure and maintain the following insurance coverage:
 - A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and
 - B. Workers compensation insurance for all employees of OCC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's <u>Key Rating Guide</u>. OCC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of cancellation or non-

renewal of above described insurance, OCC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

- 5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.
- 6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless OCC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at OCC. To the extent permitted by law, OCC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of OCC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.
- 7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to OCC for purposes of this Agre	ement shall be sent to the following:
0. 771: 4	
	either party upon thirty (30) day advance
written notice. 9 This Agreement and any dispute arisin	ng hereunder shall be governed by and construed
in accordance with the laws of the State of Illinoi	•
provisions.	as without regard to its commet of law
•	Effective Date and continue through the end of
the approved course schedule for 2019, unless eit	
in Section 8 herein. The parties may renew this a	greement by written mutual agreement.
IN WITNESS WHEREOF, the parties ha	ve executed this Agreement as to the day and
year first written above.	
BOARD OF TRUSTEES	ILLINOIS EASTERN COMMUNITY
SOUTHERN ILLINOIS UNIVERSITY	COLLEGE DISTRICT #529
	Olney Central College
D	n.
By:	By:
Southern Illinois University Carbondale	Terry L. Bruce Chief Executive Officer
·	Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2019 ("Effective Date"), between the Board of Trustees of Southern Illinois University ("University"), on behalf of the Safety Center located at Carbondale, Illinois and the Wabash Valley College ("WVC") in Mt. Carmel, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses ("Courses") pursuant to the Motorcycle Rider Training Program ("Program") to local communities throughout southern and central Illinois;

WHERREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, WVC owns property in Mt. Carmel suitable for offering the Courses; and WHEREAS, WVC and University agree that offering the Courses at WVC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

- 1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
- 2. WVC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by WVC, for offering the Courses.
- 3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. WVC shall be named as additional insured to this policy;
 - B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased

vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2 servicese ben/autoplan.htm, or by printed copy upon request;

- C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;
- D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and
- E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from WVC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

- 4. For the term of this Agreement, WVC shall procure and maintain the following insurance coverage:
 - A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and
 - B. Workers compensation insurance for all employees of WVC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's <u>Key Rating Guide</u>. WVC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of cancellation or non-

renewal of above described insurance, WVC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

- 5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.
- 6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless WVC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at WVC. To the extent permitted by law, WVC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of WVC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.
- 7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

8 This Δ greement may be terminated by	y either party upon thirty (30) day advance
written notice.	y cruici party upon unity (30) day advance
	ng hereunder shall be governed by and construed
in accordance with the laws of the State of Illino	
provisions.	
•	e Effective Date and continue through the end of
•	ither party terminates this Agreement as set forth
in Section 8 herein. The parties may renew this a	
-	ave executed this Agreement as to the day and
year first written above.	-
BOARD OF TRUSTEES	ILLINOIS EASTERN COMMUNITY
SOUTHERN ILLINOIS UNIVERSITY	COLLEGE DISTRICT #529
	Wabash Valley College
Ву:	By:
Southern Illinois University Carbondale	Terry L. Bruce Chief Executive Officer Illinois Eastern Community Colleges

Notices to WVC for purposes of this Agreement shall be sent to the following:

Agenda Item #8E

Affiliation Agreements

 $Crawford\ Memorial\ Hospital-Basic\ Nurse\ Assistant-LTC$

Clay County Hospital - Phlebotomy - FCC

Clay County Hospital - Phlebotomy - OCC

Wabash General Hospital – Phlebotomy - FCC

Wabash General Hospital - Phlebotomy - OCC

Wabash General Hospital – Emergency Response Training – FCC

Agenda Item #8E

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 11, 2018

RE: Affiliation Agreements

An Affiliation Agreement is a formal contract between the educational institution and the facility or business where the student(s) will have the experience. It identifies the responsibilities and liabilities of the various parties covered by the contract. Students engaged in these placements are not paid and the experience is required for completion of the program.

IECC wishes to enter into affiliation agreements with the following health care institutions:

Crawford Memorial Hospital – Basic Nurse Assistant – LTC

Clay County Hospital – Phlebotomy – FCC

Clay County Hospital – Phlebotomy - OCC

Wabash General Hospital – Phlebotomy - FCC

Wabash General Hospital – Phlebotomy – OCC

Wabash General Hospital – Emergency Response Training - FCC

I ask the Board's approval of these affiliation agreements.

TLB/rs

Attachment

AFFILIATION AGREEMENT

This Agreement entered into this __ day of __ 2018, by and between Crawford Memorial Hospital LTC, located at 1000 North Allen, Robinson, IL 62454 (hereinafter referred to as the "FACILITY") and __ Lincoln Trail College _, located at _11220 State Hwy 1, Robinson, IL 62454_ (hereinafter referred to as "COLLEGE"), on behalf of its _Basic Nurse Assistant Training Program.

I. FACULTY, STAFF AND APPOINTMENTS

The COLLEGE shall make necessary arrangements with Crawford Memorial Hospital LTC facilities to abide by the terms of this Agreement and act as supervisors of the clinical students. The FACILITY staff will closely monitor student activities at all times.

II. STUDENTS

The COLLEGE and the FACILITY recognize that all students of the COLLEGE shall be an integral part of the health care team, and, therefore, will be allowed to participate in the facility learning and assigned responsibilities under the close supervision of the PRECEPTOR. The PRECEPTOR will monitor student activities and will be responsible for notification of the students' progress to the COLLEGE.

The COLLEGE is required to obtain, maintain, and pay for liability insurance coverage with limits of coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering students of the COLLEGE for claims involving bodily injury, or death on account of alleged malpractice, professional negligence, failure to provide care, claims for breach of contract, failure to obtain informed consent for an operation or treatment, or other claims.

The COLLEGE ensures validity and maintains the following documentation regarding students to be completed before clinical placement and shall provide Crawford Memorial Hospital upon request, the following information within 24 hours:

- 1) 2-Step TB test or Chest X-ray (PA view) if Mantoux is reactive
- 2) Documentation of the following immunization records:
 - a. 2MMR vaccines administered at least 28 days apart, or documentation of positive Rubella IgG, Rubeola IgG and Mumps IgG blood tests
 - b. 2 Varicella vaccines at least 1 month apart, or documentation of positive Varicella IgG blood test
- 3) Influenza vaccine or decline (Oct March)
- 4) Physical exam documentation (ability to perform job functions/duties)
- 5) Negative 10-panel drug screen
- 6) Clear Criminal Background Check
- 7) Active BLS Certification if applicable for position

The COLLEGE shall advise students of the confidential nature of information related to the FACILITY and its patients and require COLLEGE, COLLEGE faculty and students to maintain the confidentiality of all such information. "Confidential information" means any confidential

information acquired by COLLEGE, COLLEGE faculty, and /or students during the course of this Agreement, including, but not limited to any strategic, financial, and business information related to FACILITY, or its affiliated entities, and any medical information regarding its patients and clients and their records. The COLLEGE, COLLEGE faculty and students shall not disclose or discuss confidential information outside the context of clinical instruction. The provisions of this section shall survive the termination of this Agreement.

III. NOTIFICATION OF COLLEGE STUDENTS

The COLLEGE and the FACILITY acknowledge and agree that the students referred to in this Agreement shall be working in an environment in which personal safety and well-being are of paramount importance. The COLLEGE shall therefore advise the students of the personal safety issues associated with working in the vicinity of diseases and ill persons, the use and care of medical supplies and equipment, and the management and reporting of inappropriate and/or unprofessional treatment in the workplace.

IV. INDEMNIFICATION

The COLLEGE and the FACILITY indemnify and hold harmless each the other for acts or failures to act, regardless of intent, by its employees, agents, volunteers, consultants, governing board members, or affiliates.

V. RESPONSIBILITIES

RESPONSIBILITIES of the COLLEGE. The COLLEGE will:

- A. Appoint a qualified faculty member to be responsible for assignment and guidance, of all student clinical experiences and to act as liaison between the FACILITY and the COLLEGE.
- B. Confer with FACILITY so that COLLEGE and FACILITY make a mutual determination with regard to the assignment of particular students to the FACILITY, the number of students to be assigned, and the inclusive dates of the students' assignments.
- C. Require each student participating in the program to provide liability insurance coverage for professional malpractice with a limit of one million and no/100 (\$1,000,000) dollars for injury or damage to any one person and a limit of three million and no/100 (\$3,000,000) dollars for injury or damage arising from any one accident (in Indiana, \$250,000/\$750,000, according to the Patient Compensation Fund of Indiana).
- D. Require COLLEGE faculty and students to abide by the terms of this Agreement, applicable federal, state and local laws, and standards of accrediting bodies as well

- as policies and regulations of the FACILITY, including dress code.
- E. Comply with, and require student and other employees, agents and representatives to comply with all applicable federal and state laws and regulations concerning patient privacy and confidentiality of health information, including without limitation the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- F. Withdraw any student or faculty from FACILITY who has been determined, by FACILITY, to be unacceptable for any reason, at any time. The FACILITY shall have the right to suspend a student immediately from clinical duties pending their formal withdrawal from the clinical program. The FACILITY may restrict the student to an observer role, pending either further investigation or a request for withdrawal from the FACILITY. The FACILITY agrees to cooperate fully in the investigation and resolution of the student's status in the program, including the provision of written documentation of the student's unsatisfactory performance.
- G. Withdraw any student from a rotation if there is a significant conflict between the student and FACILITY staff that would deter from the rotational experience.
- H. Provide the FACILITY with appropriate evaluation forms and instructions for their completion if applicable.
- I. Provide HIPAA / Confidentiality training to all students before clinical placement, and annually thereafter.

RESPONSIBILITIES of the FACILITY. The FACILITY shall:

- A. Have in place an exposure plan to implement in case of an accidental exposure to disease. The FACILITY and the COLLEGE shall educate students and faculty about the exposure plan. The FACILITY and the COLLEGE will also be responsible for education of students and faculty about universal precaution procedures while treating a patient and provide the student with a safe and clean working environment, following all appropriate rules and regulations i.e.; OSHA, Joint Commission.
- B. Provide an orientation for students to the Facility, including relevant policies and procedures.
- C. Satisfy the requirements of all applicable laws, regulations and licensing or supervisory agencies and be responsible for informing staff of the student's capabilities and functions.
- D. Understand that this Agreement is nonexclusive, and that both parties reserve the right to enter into similar agreements with other institutions.

- E. Not provide money to the student in return for his/her participation at the FACILITY.
- F. Understand that when applicable, patients/visitors shall be made aware that care is being provided by students. It is understood by all parties that patients have a right to refuse care rendered by students.
- G. Provide Emergency care to students, at the student's expense, for illnesses and accidents, occurring while the student is in training at the FACILITY.
- H. Upon reasonable notice, permit the inspection by the COLLEGE or its accreditation agencies of the FACILITY facilities and the services available for clinical experience.
- I. Agrees to promptly inform the COLLEGE if significant problems of a personal or professional nature develop which require faculty attention, knowledge, or consultation.

RESPONSIBILITIES of the STUDENT. The STUDENT will:

- A. Students will not receive fees or salaries either in cash or kind, while serving as students at the FACILITY.
- B. Keep in force at all times during clinical assignment personal health insurance.
- C. Act professionally at all times when providing clinical services.
- D. Dress in a professional or appropriate manner, including Lincoln Trail College ID and/or comply with the FACILITY's dress code.
- E. Always identify themselves as a student from the COLLEGE.
- F. Provide the best care possible for all patients/visitors/staff; Demonstrate recognition of and respect for patient rights and safety.
 - G. Demonstrate awareness of professional limitations and will only perform activities assigned by and under the supervision of their PRECEPTOR.
 - H. Adhere to the regulations and policies of the College Student Handbook and the regulations and policies of the FACILITY.
 - I. Follow the rules and regulations of the clinic, FACILITY or other institutions in which he/she is placed.

- J. Maintain and respect patient confidentiality at all times. Information identifying the patient must be deleted prior to handing in required H&P's, case studies and assignments.
- K. Be punctual and notify the Program and PRECEPTOR of any absence.

VI. CONFIDENTIALITY OF PATIENT INFORMATION

The FACILITY shall have custody, control and ownership of all documents, books and records relating to FACILITY and FACILITY patients, including those generated by students. All patient records, films, referring physician correspondence, FACILITY charts, billing records, reports, insurance records, and any other document containing any patient information ("Patient Information") is confidential information utilized for purposes of providing treatment to patients. Students and the COLLEGE agree to keep all Patient Information confidential and to comply with applicable federal and state laws, rules and regulations regarding patient confidentiality including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). No Patient Information may be disclosed or used by the COLLEGE, COLLEGE faculty, or student other than in conjunction with this clinical education program and as authorized by the FACILITY. The provisions of this section shall survive the termination of this Agreement.

VII. MISCELLANEOUS

It is mutually agreed:

- A. COLLEGE shall assume final responsibility for the education of the student.
- B. While assigned to FACILITY, COLLEGE and students will not be considered employees of FACILITY and FACILITY will not be responsible for the payment of any wages, payroll taxes, Social Security, Workers' Compensation Insurance, malpractice insurance or other benefits to or on behalf of such students.
- C. FACILITY shall have the privilege of recruiting COLLEGE faculty or students for employment.
- D. No financial obligation will exist or result among the parties relative to this Agreement.
- E. No party will discriminate against any student in the program on the basis of race, religion, sex, creed, national origin, veteran status, color, age or disability, in accordance with state and federal law.
- F. This Agreement is binding upon, and the benefits inure to, the parties and their respective successors and assigns.
- G. If any term of this Agreement is determined unenforceable, such term will not affect the enforceability of the other terms of this Agreement which can be given effect without the unenforceable provision.

H. This Agreement and the performance hereunder, and any and all litigation or proceedings hereunder, shall be construed in accordance with and pursuant to the laws of the State of Illinois.

VIII. TERM AND MODIFICATION OF THE AGREEMENT

- a. This Agreement shall come into effect on the date first written above and shall remain in effect for a term of two (2) years. Any party shall have the right to terminate this Agreement with thirty (30) days written notice of its intent to terminate. Students currently assigned to the FACILITY at the time of termination shall be allowed to complete the semester or quarter unless FACILITY requests the withdrawal of student under Article VII RESPONSIBILITIES OF the COLLEGE sub-paragraph G.
- b. This Agreement may only be modified by mutual written agreement by the parties, signed by duly authorized representatives of each of the parties. This Agreement supersedes any and all prior or contemporaneous agreements of affiliation for clinical education between the COLLEGE and FACILITY.
- c. To the extent permitted by applicable law and without waiving any defenses, COLLEGE shall indemnify and hold harmless Host Agency (FACILITY) and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the COLLEGE or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Host Agency (FACILITY) shall indemnify COLLEGE against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by COLLEGE in defending or compromising actions brought against COLLEGE arising out of or related to the Host Agency's (FACILITY) performance of duties hereunder.

Acknowledged and agreed to by the COLLEGE and FACILITY as indicated by the authorized signatures below. Signatories attest that they are authorized to execute this Agreement on behalf of their organization.

By_		_ Date:	
•	Name		
_	Title	-	
By_	Name	_ Date:	
_	Title	-	

Crawford Memorial Hospital 1000 North Allen Robinson, IL 62454		
ByCOLLEGE	Date:	
Title	-	
COLLEGE Contact Details of request:	Department responsible for providing student document, upo	n

AFFILIATION AGREEMENT BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES,

District # 529
Frontier Community College
Phlebotomy Program

and
CLAY COUNTY HOSPITAL
P O Box 429
911 Stacey Burk Dr.
Flora, IL 62839
(618) 662-2131

THIS AGREEMENT made and entered into this <u>twentieth</u> day of <u>November 2018</u>, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, FRONTIER COMMUNITY COLLEGE, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and CLAY COUNTY HOSPITAL

_(hereinafter referred to as AGENCY):

WITNESSETH THAT:

WHEREAS, DISTRICT #529 desires to make use of the AGENCY'S facilities for clinical laboratory practice by students of the Phlebotomy Program, and

WHEREAS, the AGENCY has agreed to make its facilities available to the phlebotomy students and faculty of DISTRICT #529 for the desired purpose,

NOW THEREFORE, for consideration of the mutual covenants and acts to be kept and performed by the parties hereto, the parties do herewith agree as follows:

- 1. The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.
- 2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
 - 3. DISTRICT #529 faculty will:
 - be responsible for the teaching the didactic portion of the Phlebotomy Program;
 - work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
 - coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
 - review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.
- 4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529, and will comply with the policies of the health AGENCY.

Phlebotomy students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY.

This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

Prior to the use of any AGENCY facilities, under the contemplated program, DISTRICT #529 will furnish the AGENCY, upon request, a medical record for each participating student showing that said student fully complies with the health requirements required by the AGENCY.

- 6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.
 - DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.
- 8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
- 9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;
- 10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.
- 11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.
- 12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
- 13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their phlebotomy laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the <u>twentieth</u> day of <u>November</u>, <u>2018</u>.

CLAY COUNTY HOSPITAL 911 STACEY BURK DR. FLORA, IL 62839 (618) 662-2131	ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529, FRONTIER COMMUNITY COLLEGE
Signature	Phlebotomy Instructor
Title	Dean of Instruction
	President, Frontier Community College
	Chairman, IECC Board of Trustees

Illinois Eastern Community Colleges, District 529, does not discriminate on the basis of race, color, religion, gender, age, disability, national origin, or veteran status. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon request.

Adopted 6-2005

AFFILIATION AGREEMENT

BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES, District # 529 Olney Central College Phlebotomy Program

AND

Clay County Hospital 911 Stacy Burk Drive Flora, IL 62839

THIS AGREEMENT made and entered into thisday of, by and between
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529,
Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529)
and (hereinafter referred to as AGENCY):
WITNESSETH THAT:
WHEREAS, DISTRICT #529 desires to make use of the AGENCY'S facilities for clinical
laboratory practice by students of the Phlebotomy Program, and
WHEREAS, the AGENCY has agreed to make its facilities available to the phlebotomy
students and faculty of DISTRICT #529 for the desired purpose,
NOW THEREFORE, for consideration of the mutual covenants and acts to be kept and
performed by the parties hereto, the parties do herewith agree as follows:

- The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.
- 2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and

program will be organized and agreed to by said persons prior to the commencement of the courses.

- 3. DISTRICT #529 faculty will:
 - be responsible for the teaching the didactic portion of the Phlebotomy Program;
 - work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
 - coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.
- 4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.
- Supervision of the health of all students making use of any of the AGENCY'S
 facilities, as contemplated herein; will be the responsibility of DISTRICT #529, and will comply
 with the policies of the health AGENCY.

Phlebotomy students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY.

This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

Prior to the use of any AGENCY facilities, under the contemplated program, DISTRICT #529 will furnish the AGENCY, upon request, a medical record for each participating student showing that said student fully complies with the health requirements required by the AGENCY.

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff.

DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

- DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.
- 8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
- 9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;
- 10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.
- 11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.
- 12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
- An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their phlebotomy laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned s	ignatures have caused this instrument to be
executed by its duly authorized officials the	day of
AGENCY	ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529, OLNEY CENTRAL COLLEGE
Director of Medical Laboratory Services	Phlebotomy Instructor
	Associate Dean of Nursing & Allied Health
Administrator, Hospital or Agency	
	President, Olney Central College
	Chairman, IECC Board of Trustees

Illinois Eastern Community Colleges, District 529, does not discriminate on the basis of race, color, religion, gender, age, disability, national origin, or veteran status. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon request.

Adopted 6-2005

AFFILIATION AGREEMENT

BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES, District # 529

Frontier Community College

Phlebotomy Program

AND

WABASH GENERAL HOSPITAL 1418 College Drive

Mt Carmel, IL 62863

(618) 262-8621

THIS AGREEMENT made and entered into this <u>nineteenth</u> day of <u>July, 2016</u>, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, FRONTIER COMMUNITY COLLEGE, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and <u>WABASH GENERAL HOSPITAL</u> (hereinafter referred to as AGENCY):

WITNESSETH THAT:

WHEREAS, DISTRICT #529 desires to make use of the AGENCY'S facilities for clinical laboratory practice by students of the Phlebotomy Program, and

WHEREAS, the AGENCY has agreed to make its facilities available to the phlebotomy students and faculty of DISTRICT #529 for the desired purpose,

NOW THEREFORE, for consideration of the mutual covenants and acts to be kept and performed by the parties hereto, the parties do herewith agree as follows:

 The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein. 2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 faculty will:

- be responsible for the teaching the didactic portion of the Phlebotomy Program;
- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- · coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.
- 4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.
- 5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529, and will comply with the policies of the health AGENCY.

Phlebotomy students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY.

This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

Prior to the use of any AGENCY facilities, under the contemplated program, DISTRICT #529 will furnish the AGENCY, upon request, a medical record for each participating student showing that said student fully complies with the health requirements required by the AGENCY.

- 6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.
 - 7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.
- 8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
- 9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;
- 10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.
- 11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.
- 12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
- An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their phlebotomy laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the <u>nineteenth</u> day of <u>July</u>, <u>2016</u>.

WABASH GENERAL HOSPITAL 1418 COLLEGE DRIVE MT CARMEL, IL 62863 (618) 262-8621	ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529, FRONTIER COMMUNITY COLLEGE
Signature	Phlebotomy Instructor
Title	Dean of Instruction
	President, Frontier Community College
	Chairman, IECC Board of Trustees

Illinois Eastern Community Colleges, District 529, does not discriminate on the basis of race, color, religion, gender, age, disability, national origin, or veteran status. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon request.

Adopted 6-2005

AFFILIATION AGREEMENT BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES,

District # 529

Olney Central College Phlebotomy Program

AND

Wabash General Hospital 1418 College Mt. Carmel, IL 62863

THIS AGREEMENT made a	nd entered into this	day of
, by and between ILLINOIS I	EASTERN COMMU	NITY COLLEGES,
DISTRICT #529, Olney Central Coll	lege, for its Phleboton	ny Program (hereinafter
referred to as DISTRICT #529) and		(hereinafter referred
to as AGENCY):		

WITNESSETH THAT:

WHEREAS, DISTRICT #529 desires to make use of the AGENCY'S facilities for clinical laboratory practice by students of the Phlebotomy Program, and

WHEREAS, the AGENCY has agreed to make its facilities available to the phlebotomy students and faculty of DISTRICT #529 for the desired purpose,

NOW THEREFORE, for consideration of the mutual covenants and acts to be kept and performed by the parties hereto, the parties do herewith agree as follows:

- 1. The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.
- The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
 - 3. DISTRICT #529 faculty will:
- be responsible for the teaching the didactic portion of the Phlebotomy Program;
- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.
 - The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for

maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529, and will comply with the policies of the health AGENCY.

Phlebotomy students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY.

This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

Prior to the use of any AGENCY facilities, under the contemplated program, DISTRICT #529 will furnish the AGENCY, upon request, a medical record for each participating student showing that said student fully complies with the health requirements required by the AGENCY.

- 6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.
- 7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.
- 8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
- 9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;
- 10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.
- 11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.
- 12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
- 13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy Program, and participating in the program contemplated herein at the

time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their phlebotomy laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, to instrument to be executed by its duly	the undersigned signatures have caused this y authorized officials the
day of	
AGENCY	ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529, OLNEY CENTRAL COLLEGE
Director of Medical Laboratory Serv	vices
	Phlebotomy Instructor
	Associate Dean of Nursing & Allied Health
Administrator, Hospital or Agency	
_	President, Olney Central College
	Chairman, IECC Board of Trustees

Illinois Eastern Community Colleges, District 529, does not discriminate on the basis of race, color, religion, gender, age, disability, national origin, or veteran status. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon request.

Adopted 6-2005

AFFILIATION AGREEMENT

Between

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 FRONTIER COMMUNITY COLLEGE

and

WABASH GENERAL HOSPITAL

for

EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 8th day of November, 2018, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and WABASH GENERAL HOSPITAL, Mt. Carmel, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

WHEREAS, the DISTRICT desires to make use of AGENCY's facilities for clinical laboratory practice by students of the PROGRAM, and

WHEREAS, the AGENCY has agreed to make its facilities available to the PROGRAM students and faculty of the DISTRICT for the desired purpose,

NOW, THEREFORE, for and in consideration of the mutual covenants and acts to be kept and performed by the parties hereto, the parties do herewith agree as follows:

- 1. The AGENCY agrees to make its facilities available in all areas related to the PROGRAM for observation and participation by the students and faculty of the DISTRICT's PROGRAM, subject to the conditions and limitations contained herein;
- 2. The arrangements for use of said facilities of the AGENCY will be made by the Program Director of the Emergency Preparedness & Industrial Quality Management Program on behalf of the DISTRICT and the EMS Medical Director on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses;
- 3. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's EMS Medical Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;
- 4. The care of the patient will at all times remain the full responsibility of the AGENCY;
- 5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;
- 6. The DISTRICT will maintain on file, copies of the following student information, that shall be made available to the AGENCY upon request: valid Illinois driver's license, current CPR certification, current Illinois EMT-B licensure (applicable to Paramedic students), background screen results, drug screen results, immunization record, health examination record, proof of seasonal flu vaccination administered since August of the current academic year, and documentation by the DISTRICT instructor confirming that the student has completed and passed specific, required competencies prior to AGENCY clinical rotation.

- 7. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;
- 8. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
- 9. DISTRICT faculty will:
 - a. be responsible for guiding students and teaching the PROGRAM;
 - b. work with the staff of the AGENCY in coordination of the clinical laboratory objectives to be completed at the AGENCY;
 - c. coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
 - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical setting;
- 10. The AGENCY's EMS Medical Director will coordinate with the DISTRICT and the AGENCY's preceptor to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives and evaluation forms to be completed by the AGENCY appointed Clinical Supervisor;
- 11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
- 12. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
- 13. PROGRAM students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY;
- 14. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees;
- 15. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job;
- 16. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT will furnish the AGENCY, upon request, a medical record for each participating student showing that said student fully complies with the health requirements required by the AGENCY;
- 17. The faculty and students of the DISTRICT participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
- 18. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff;
- 19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
- 20. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY (See attached Certificate of Insurance);
- 21. AGENCY will not request monetary reimbursement from PROGRAM students and faculty assigned to, or making use of any clinical facilities of the AGENCY under the contemplated program.
- 22. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;

23. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 8th day of November, 2018.

WABASH GENERAL HOSPITAL	ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE
CEO/Administrator, WABASH GENERAL HOSPITAL	Chairman, IECC Board of Trustees
ER Nurse Manager, WABASH GENERAL HOSPITAL	CEO, Illinois Eastern Community Colleges

Agenda Item #9

Bid Committee Report

None

Agenda Item #10

District Finance

A. Financial Report B. Approval of Financial Obligations

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

TREASURER'S REPORT November 30, 2018

FUND	BALANCE
Educational	\$5,675,952.11
Operations & Maintenance	\$1,072,679.11
Operations & Maintenance (Restricted)	\$815,421.38
Bond & Interest	\$205,016.70
Auxiliary	\$1,092,851.71
Restricted Purposes	(\$78,027.22)
Working Cash	\$146,969.30
Trust & Agency	\$500,180.80
Audit	(\$7,124.26)
Liability, Protection & Settlement	\$674,051.40
TOTAL ALL FUNDS	\$10,097,971.03
Pospostfully submitted	

Respectfully submitted,

Ryan Hawkins, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES

Comparative Combined Balance Sheets - All Funds November 30, 2018 & 2017

		ALL	FUNDS	
		Fiscal		Fiscal
		Year		Year
		2019		2018
ASSETS:				
CASH	\$	10,097,971	\$	10,954,802
IMPREST FUND		21,300		21,300
CHECK CLEARING		12,500		12,500
CDB PROJECT TRUST		75,467		-
INVESTMENTS		19,750,000		18,590,000
RECEIVABLES		2,980,240		4,841,962
INVENTORY		452,424		507,898
OTHER ASSETS		462,250		456,087
FIXED ASSETS (Net of Depr)		16,238,034		17,349,514
TOTAL ASSETS AND OTHER DEBITS:	\$	50,090,186	\$	52,734,063
LIABILITIES:				
PAYROLL DEDUCTIONS PAYABLE	\$	196,441	\$	215,071
ACCOUNTS PAYABLE	Ψ	422,901	Ψ	63,982
DEFERRED REVENUE		78,656		-
L-T DEBT GROUP (FUND 9)		7,370,668		9,391,550
OPEB (Prior Year Restated for GASB 75 Implementation)		15,228,583		15,463,329
TOTAL LIABILITIES:		23,297,249		25,133,932
FUND BALANCES:				
FUND BALANCE		24,664,618		26,931,287
INVESTMENT IN PLANT (Net of Depr)		16,238,034		17,349,514
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)		(22,599,251)		(24,854,879)
RESERVE FOR ENCUMBRANCES		8,489,536		8,174,209
TOTAL EQUITY AND OTHER CREDITS		26,792,937		27,600,131
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$	50,090,186	\$	52,734,063

ILLINOIS EASTERN COMMUNITY COLLEGES Combined Statement of Revenues, Expenses, and Changes in Net Assets

For the Periods Ended November 30, 2018 & 2017

	FY 2019 YEAR-TO-DATE	FY 2018 YEAR-TO-DATE			
REVENUES:	ė 6 042 1EE	ċ = 777 <i>4</i> 12			
LOCAL GOVT SOURCES	\$ 6,042,155	\$ 5,777,413			
STATE GOVT SOURCES	3,859,770	4,596,338			
STUDENT TUITION & FEES	10,802,205 1,652,489	10,173,022 1,697,319			
SALES & SERVICE FEES	1,652,469	5,230			
FACILITIES REVENUE	•	•			
INVESTMENT REVENUE OTHER REVENUES	104,431 847,516	58,286 138,592			
TOTAL REVENUES:	23,320,063	22,446,200			
EXPENDITURES: INSTRUCTION ACADEMIC SUPPORT STUDENT SERVICES PUBLIC SERV/CONT ED OPER & MAINT PLANT	4,784,338 205,501 669,362 13,997 1,188,888	3,841,435 187,706 570,274 2,455 1,250,206			
INSTITUTIONAL SUPPORT	2,753,300	4,703,192			
SCH/STUDENT GRNT/WAIVERS	2,625,482	3,625,285			
AUXILIARY SERVICES TOTAL EXPENDITURES:	6,110,856 18,351,724	2,317,958			
TRANSFERS AMONG FUNDS: INTERFUND TRANSFERS TOTAL TRANSFERS AMONG FUNDS:	<u>-</u>				
NET INCREASE/DECREASE IN NET ASSETS	\$ 4,968,339	\$ 5,947,689			

ILLINOIS EASTERN COMMUNITY COLLEGES OPERATING FUNDS ONLY COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2017-2019

	FISCAL YEAR 2017			FISCAL YEAR 2018			FIS				
		Anticipated	Spent Thru		Anticipated Spent Thru		Anticipated		% of		
College	Category	Budget	November	% of Bdgt	Budget	November	% of Bdgt	Budget	November	% of Bdgt	Year
-	D.III		Φ 075.455						Φ 040.077		
Frontier	Bills		\$ 875,455			\$ 834,814			\$ 919,977		
	Payroll	* 4 000 074	809,214		.	791,883		A 4 550 004	915,432		4007
	Totals	\$ 4,089,274	1,684,669	41%	\$ 4,189,416	1,626,697	39%	\$ 4,550,604	1,835,409	40%	42%
Lincoln Trail	Bills		987,652			1,060,350)		1,162,614		
	Payroll		768,441			796,465	5		910,438		
	Totals	\$ 4,198,705	1,756,093	42%	\$ 4,531,653	1,856,815	41%	\$ 4,788,234	2,073,052	43%	42%
Olney Central	Bills		990,668			1,067,369)		1,262,744		
· · · · · · · · · · · · · · · · · · ·	Payroll		1,492,699			1,540,351			1,711,569		
	Totals	\$ 7,158,163	2,483,367		\$ 7,303,330	2,607,720		\$ 7,449,755	2,974,313		42%
Wabash Valley	Bills		1,494,628			1,337,534	ļ.		1,528,611		
,	Payroll		1,100,319			1,032,429			1,187,680		
	Totals	\$ 6,124,837	2,594,947	42%	\$ 6,136,568	2,369,963		\$ 6,236,897	2,716,291	44%	42%
Workforce Educ.	Bills		1,336,193			1,168,528	}		1,234,584		
	Payroll		404,993			376,211			381,233		
	Totals	\$ 5,106,047	1,741,186		\$ 4,869,942	1,544,739		\$ 4,258,339	1,615,817		42%
District Office	Bills		115,702			116,242	2		137,069		
	Payroll		398,904			389,019			460,062		
	Totals	\$ 1,349,414	514,606		\$ 1,614,463	505,261		\$ 1,519,023	597,131	39%	42%
District Wide	Bills		613,250			823,966	;		922,303		
	Payroll		294,834			304,028			358,097		
	Totals	\$ 2,339,438	908,084		\$ 2,705,152	1,127,994		\$ 2,883,536	1,280,400		42%
GRAND TO	TALS	\$30,365,878	\$ 11,682,952	38%	\$31,350,524	\$11,639,189	37%	\$31,686,388	\$13,092,413	41%	42%

ILLINOIS EASTERN COMMUNITY COLLEGES Operating Funds Expense Report November 30, 2018

					Increa	se
	FY 201	9	FY 201	8	(Decrea	ıse)
		% of		% of	-	
	Amount	Total	Amount	Total	\$	%
Salaries	\$ 5,924,511	45.25%	\$ 5,230,386	44.94%	\$ 694,125	13.271%
Employee Benefits	1,048,014	8.00%	948,252	8.15%	99,762	10.521%
Contractual Services	427,300	3.26%	353,064	3.03%	74,236	21.026%
Materials	813,356	6.21%	719,036	6.18%	94,320	13.118%
Travel & Staff Development	83,112	0.63%	62,534	0.54%	20,578	32.907%
Fixed Charges	104,899	0.80%	116,349	1.00%	(11,450)	-9.841%
Utilities	497,288	3.80%	497,205	4.27%	83	0.017%
Capital Outlay	61,384	0.47%	31,296	0.27%	30,088	0.000%
Other	4,132,549	31.56%	3,681,067	31.63%	451,482	12.265%
	\$ 13,092,413	100.00%	\$ 11,639,189	100.00%	\$ 1,453,224	12.486%

Agenda Item #11 Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

- A. Written Executive Session Minutes
 - **B.** Audio Executive Session Minutes
- C. Review of Semi-Annual Executive Session Minutes

Agenda Item #14 Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: December 7, 2018

RE: Personnel Report

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

INDEX

400.2. Employment400.3. Change-in-Status400.4. Termination of Employment

PERSONNEL REPORT

400.1. Employment of Personnel

A. Classified

1. Laurie Perry, Administrative Assistant, DO, effective January 14, 2019.

400.2. Change-in-Status

A. Professional Non-Faculty, Exempt

- 1. Ashley Bigard, Academic Advisor, OCC to Title III Advising Specialist, OCC, effective January 14, 2019, contingent upon continued grant funding.
- 2. Paul Zeilstra Jr., Technology Support Specialist, DO to Information Systems Technology Specialist, Title III, OCC, effective January 14, 2019, contingent upon continued grant funding.

400.3. Termination of Employment

A. Classified

1. Matt Smith, Custodian, LTC, effective December 12, 2018.

Agenda Item #15 Collective Bargaining

Agenda Item #16 Litigation

Agenda Item #17 Other Items

Agenda Item #18 Adjournment

Locally Funded, CDB, & PHS Projects Projects Schedule										
	Funding Source	Estimated Budget								
Student Center - WVC	CDB	\$4,029,400								
Temp Building Replacement - LTC	CDB	\$1,495,500								
Center for Technology - LTC	CDB	\$7,569,800								
Heat Exchanger - OCC	CDB	\$28,582						_		
Applied Arts Building Roof - WVC	CDB	\$295,000								
GRAND TOTAL		\$13,094,700	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

11/30/2018