

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

December 10, 2019



Location:

**Lincoln Trail College
11220 State Route 1
Robinson, Illinois 62454**

**Dinner – 6:00 p.m. – Lincoln Room
Meeting – 7:00 p.m. - Cafeteria**

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 10, 2019

7:00 p.m.

**Lincoln Trail College
Cafeteria**

1. Call to Order & Roll Call.....Chairman Fischer
2. Disposition of Minutes..... Interim CEO Holt
3. Recognition of Visitors and Guests Holt
 - 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)..... Holt
 - A. None
7. Policy Second Reading Holt
 - A. None
8. Staff Recommendations for Approval
 - A. Articulation Agreement with Vincennes University..... Martin
 - B. Motorcycle Safety Agreements with SIU – FCC-LTC-OCC-WVC..... Holt
 - C. Affiliation Agreements..... Holt
 - Carle Foundation Hospital – FCC Phlebotomy
 - Good Samaritan Hospital – OCC Phlebotomy
 - Lawrence County Hospital – OCC Phlebotomy
 - Crawford Memorial Hospital – OCC Phlebotomy
 - Carle Foundation Hospital – OCC Phlebotomy
9. Bid Committee Report Holt
 - A. Frontier Community College
 1. Design & Construction of New Exterior Electronic Sign
 - B. Wabash Valley College
 1. (2) Equipment Contracts

- 10. District Finance
 - A. Financial Report.....Hawkins
 - B. Approval of Financial Obligations..... Hawkins
- 11. Chief Executive Officer’s Report Holt
- 12. Executive Session Holt
- 13. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes Holt
 - B. Audio Executive Session Minutes..... Holt
 - C. Semi-Annual Review of Executive Session Minutes..... Holt
- 14. Approval of Personnel Report Holt
- 15. Collective Bargaining Holt
- 16. Litigation..... Holt
- 17. Other Items
- 18. Adjournment

Minutes of a regular meeting 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 Bob Boyles Foundation Hall at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, in said Community College District at 7:00 o'clock P.M., on Tuesday, November 19, 2019.

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. Student Trustee Corey Hall was present. Trustees absent: James Lane, Jan Ridgely. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

(Note: 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:

Marilyn Holt, Interim Chief Executive Officer.
Jay Edgren, President of Frontier Community College.
Matt Fowler, President of Wabash Valley College.
Ryan Gower, President of Lincoln Trail College.
Rodney Ranes, President of Olney Central College.
Tara Buerster, Director of Human Resources.
Ryan Hawkins, Chief Financial Officer/Treasurer.
Holly Martin, Chief Academic Officer.
Renee Smith, Assistant to CEO/Board Secretary.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes of the Regular Meeting, Tuesday, October 15, 2019 were presented for disposition.

Board Action: Trustee Al Henager made a motion to approve minutes of the foregoing meeting as prepared. Student Trustee Corey Hall 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 2019 Tax Levy” -

1. **Public Hearing:** The Chairman announced that the next agenda item for the Board of Trustees was a public hearing to receive comments on the 2019 Tax Levy.
2. **Motion to Recess Regular Meeting and Reconvene Following Hearing:** “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 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 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 19th day of November, 2019. The purpose of the Tax Levy Hearing is to receive public comments on the 2019 Tax Levy.” Student Corey Hall 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 2019 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. Student Trustee Corey Hall was absent. Trustees Absent: James Lane, Jan Ridgely.
6. **Public Hearing:** The Chairman declared that a quorum is present and the Tax Levy Hearing is now open.
7. **Public Oral Testimony:** The Chairman asked if any members of the public wished to provide oral testimony on the 2019 Tax Levy. There were none.
8. **Public Written Testimony:** The Chairman asked if any members of the public wished to provide written testimony concerning the 2019 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 2019 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 Gary Carter 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. Student Trustee Corey Hall was present. Trustees Absent: James Lane, Jan Ridgely. 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.

#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. Credit by Examination Policy 500.5: CAO Holly Martin reviewed proposed revisions to the policy that include added language to include awarding credit to students who achieve high GED scores. The CEO recommended approval of the following revised policy.

STUDENT - 500

Credit by Examination (500.5)

Date Adopted: December 19, 1989

Date Revised: April 20, 2015

Date Revised: November 19, 2019 (pending Board of Trustees approval)

Illinois Eastern Community Colleges grant utilizes credit through proficiency by examination to grant college credit. The maximum amount of credit which a student may gain through proficiency examinations is 32 semester hours. IECC may grant credit through proficiency examinations administered at an IECC test center, the College Entrance Examination Board’s subject ~~test~~ test known as CLEP (College Level Examination Program), the International Baccalaureate program, and Advanced Placement (AP) or GED testing. The maximum amount of credit which a student may gain through proficiency examinations is 32 semester hours. Details regarding credit by examination will be outlined in the college catalog.

Board Action: Trustee Brenda Culver made a motion to waive second reading and approve the revised Credit by Examination Policy 500.5 as presented. Student Trustee Corey Hall 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#7-B. Student Military Policy 500.21: CAO Holly Martin reviewed proposed revisions to the policy that address fair treatment of students using military benefits. The CEO recommended approval of the following revised policy.

STUDENT – 500

Student Military Policy (500.21)

Date Adopted: October 16, 2001

Revised: October 18, 2005

Revised: December 8, 2015

Revised: June 20, 2017

Revised: February 20, 2018

Revised: November 19, 2019 (pending Board of Trustees approval)

Illinois Eastern Community Colleges (IECC) is committed to respectfully serving any prospective students in the military service (Army of the United States, United States Navy, the Marine Corps, the Air Force, the Coast Guard, and members of the State Militia). IECC will abstain from using high-pressure recruitment in order to secure the enrollment of a Service member. Rather, IECC will provide meaningful information and resources in order to ensure Service members are well-informed and free from coercion prior to registering in a program of study. Students planning to use

Tuition Assistance (TA) benefits will not be enrolled until the individual's Service has approved TA.

Any ~~Illinois Eastern Community Colleges (IECC)~~ student in the military service, or a student who enlists in the military service (Army of the United States, United States Navy, the Marine Corps, the Air Force, the Coast Guard, and members of the State Militia), or a student who is a member of the National Guard or Reserves and has been ordered to active duty, and is unable to attend class for 7 or more days, shall receive a full refund of required tuition, fees, and other institutional charges. Withdrawal from courses shall not impact final grade point average or re-enrollment options. Students unable to process their enrollment for the upcoming term due to military service will have all late penalties or fees set aside. Any IECC student that is called to active military service shall be allowed to complete any unfinished courses at a later date at no additional charge, unless course credit has already been given or the student received a full refund upon withdrawing (in which case the student's record shall reflect that the withdrawal is due to active military service). The student must be given priority over other students who are reenrolling in the course or courses. To the extent that other policies conflict with section, this section shall supersede and be controlling of dealing with student enrollment in courses or programs.

Any IECC student who is Title IV eligible and withdraws because of being called to active duty, or has been otherwise impacted by the military mobilization, will not be required to repay an overpayment of grant funds based on the Return of Title IV Funds calculation. IECC must perform the Return of Title IV Funds calculations and/or Return of Unearned Tuition Assistance calculations that are required by the statute and regulations and will return funds ~~to one or more of the Title IV programs as calculated by the Return of Title IV Funds calculation.~~

As pursuant to the Federal Veterans Access, Choice and Accountability Act, all eligible veterans and their eligible dependents will be offered in-state tuition at public colleges and universities. Therefore, IECC will offer any veteran using federal veterans benefits in-district tuition rates.

Board Action: Trustee Al Henager made a motion to waive second reading and approve the revised Student Military Policy 500.5 as presented. 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #8 – “Policy Second Reading” - None.

AGENDA #9 – “Staff Recommendations for Approval” – The following staff recommendations were presented for approval.

#9-A. Articulation Agreements with Eastern Illinois University: IECC and EIU are continuing a cooperative relationship to better serve students with an effective and efficient transfer experience. The following articulation agreements, which are listed in full in the board agenda, are an ongoing outcome of IECC's and EIU's shared interest and focus on articulation and outreach. The CEO recommended the Board's approval of these agreements.

IECC's Associate in Science and Arts with an Education focus to EIU's Early Childhood Education B.S.Ed.

IECC's Associate in Science and Arts with an Education focus to EIU's Elementary Education B.S.Ed.

IECC's Associate in Science and Arts with an Education focus to EIU's Middle Level Education B.S.Ed. (with and without a Math Endorsement)

Board Action: Trustee Brenda Culver made a motion to approve the articulation agreements between IECC and EIU as listed in full in the agenda. Student Trustee Corey Hall 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-B. Affiliation Agreement with Sparta Hospital – Workforce Education:

Workforce Development has used Sparta Community Hospital for clinical experiences for the Emergency Management Training portion of the coal mining training for the past many years. The CEO recommended approval of the following agreement with Sparta Community Hospital.

THIS AGREEMENT is entered into on _____ by and between **Sparta Community Hospital District (“Facility”)** and **Illinois Eastern Community Colleges (“School”)**.

WHEREAS, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences as listed in Exhibit B.

WHEREAS, the School desires that students, and when appropriate faculty members, be permitted to visit and utilize the premises of Facility to afford such students the opportunity to have practical learning and clinical experience at Facility.

WHEREAS, the Facility recognizes the need for and desires to aid in the educational development of students, and is an operating facility for the provision of health care services to its patients/clients, and is willing to permit School's students and faculty to participate in the provision of those services at its premises to the extent that it is reasonable, proper and professionally acceptable for them to do so.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the School and the Facility, the parties do hereby understand and agreed as follows:

A. TERMS OF AGREEMENT:

1. Effective Date: This agreement shall become effective upon execution by School and Facility, and continue until terminated in writing by the parties. However, this Agreement is subject to periodic review, and at that time both parties shall evaluate the Agreement and discuss any related problems, and make appropriate revisions in this Agreement.

2. Notice of Change: The Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the parties hereto.

3. Notice of Termination: This Agreement may be terminated by either party at any time upon not less than thirty (30) days prior written notice to the other party; provided that any student from School who is currently participating in the practical learning and clinical experience as listed in Exhibit B when notice of termination is given will be permitted to complete his or her training as previously scheduled at Facility.

4. Immediate Termination: This Agreement shall be terminated immediately, and students withdrawn from Facility if either party's certification of license to operate or accreditation is repealed by licensing or accrediting body.

5. Headings: The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of the Agreement.

6. Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.

7. No Third-Party Beneficiaries. This Agreement shall insure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

8. Non-Exclusivity. Each party shall have the right to enter into similar Agreements with other parties.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

B. SCHOOL RESPONSIBILITIES:

1. Provision of foundational curriculum to students. The School shall have the total responsibility for planning and determining the adequacy of the practical learning and clinical educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.

2. Qualifications of School faculty. The School represents that relevant faculty members are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of qualifications, certifications or licensures, upon request.

3. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by email, letter or telephone in other instances.

(a) The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

4. Provision of student information. The School shall provide Facility with student information including emergency contact.

5. Compliance with patient privacy and patient rights laws. The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy and patient rights laws, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. Further, School shall require that students and faculty de-identify all documents created and/or utilized for educational purposes outside of Facility. This shall include,

at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient.

6. Evidence of certifications, trainings, vaccinations, etc. As required by the facility, the School shall provide evidence that each student has met all requirements, which may include, but are not limited to, proof of tdap vaccination, vaccination or immunity to MMR, Varicella, Hepatitis B, annual flu vaccination, proof of absence of TB, and OSHA and HIPAA training. Facility may update these requirements upon written notice to School. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

7. Compliance with background check and drug screen. School will maintain documentation and furnish Facility proof, upon request, of criminal background checks, government registry checks and urine drug screening conducted prior to any clinical rotation. Provided student remains continuously enrolled, the criminal background check, government registry checks and drug screens will at a minimum be conducted once prior to the student beginning his or her clinical experience.

- (a) Criminal Background Checks are conducted for Illinois, Missouri and every state the student has resided or worked since the age of 18 years. Students with disqualifying convictions identified on the Illinois Department of Public Health website www.idph.state.il.us/nar/disconvition.htm are required to submit to School a waiver from IDPH for disqualifying conviction(s) or will be dismissed from the program. All other positive findings are disclosed to Facilities without student identifiers. Facilities are responsible for notifying School within 2 weeks of receipt to indicate if offense cannot be waived for direct patient contact. Convictions which cannot be waived will result in student dismissal from the program.
- (b) Government Registry Search is conducted for all students accepted into the Health Science programs. Registries search includes: Nationwide Sex Offender Index, Missouri Department of Health and Senior Services, Division of Family Services, and the Office of the Inspector General. Additional registries are reviewed per the request of the clinical facilities. These include the Missouri Department of Health and Senior Services Employee Disqualification List and the Department of Mental Health Employee Disqualification Registry. Students with positive government registry search results are dismissed from the program.
- (c) Urine drug test is conducted that screens for the presence of amphetamines, barbiturates, benzodiazepine, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, and propoxyphene. Oxycodone is also screened for Nursing and Radiology programs. Positive findings are confirmed by a reference lab and forwarded to a Medical Review Officer when necessary. The student must be negative for drugs or have a valid physician's prescription prior to participating in any patient care activities.

8. School notices to students. The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

- (a) Conform to the standards and practices established by the School while functioning at the Facility.
- (b) Follow the administrative policies, standards, and practices of the Facility.
- (c) Provide proof of required certifications, trainings, vaccinations, background checks, screenings and student health insurance.
- (d) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.
- (e) Provide his/her own transportation and living arrangements.
- (f) Report to the Facility on time and follow all established regulations of the Facility.

- (g) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (h) Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
- (i) Act as a student/trainee; acknowledging that he or she is not considered an employee of Facility or School and are not entitled to monetary compensation or employee benefits, including worker's compensation benefits.
- (j) Wear a nametag, which identifies status as a student and abide by dress code of Facility.
- (k) Identify self as student prior to patient/client interactions and ensure that patient is aware of their right to refuse treatment rendered by a student.
- (l) Refer to supervisory clinical instructor or other approved administrator of Facility or School, as needed.

9. Issuance of Grade for Clinical Experience: The School faculty hold the sole responsibility for determination and issuance of course grade for clinical experience.

10. Granting of Course Credit: The School will determine eligibility for and, if appropriate, grant course credit and confer degree to students successfully completing the program.

11. Accreditation. As required by Facility, School represents that it is and, for the term of this Agreement, will be (a) approved by the Illinois Board of Higher Education, or similar body for the state in which the School is located, and (b) accredited by an accrediting body that is recognized by Council for Higher Education Accreditation or the U.S. Department of Education. School will provide Facility with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, School shall notify Facility, in writing, within three (3) business days. Facility may, at its sole discretion, suspend or terminate this Agreement if School fails to maintain its accreditation.

C. FACILITY RESPONSIBILITIES:

1. Provision of facilities for supervised clinical experiences. Subject to the ability of Facility to accommodate School's request, which Facility shall determine in its sole discretion, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised practical learning and clinical educational experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures. Facility shall provide students with an orientation to Facility, including HIPAA training.

2. Qualifications of supervising personnel. The Facility shall ensure appropriate professional and academic credentials of individual staff members supervising students. The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

3. Designation of liaison to School; responsible for communications and clinical oversight. The Facility shall designate a liaison responsible for coordinating the practical learning and clinical educational experience. That person shall maintain contact with the School's designated liaison to assure mutual participation in and surveillance of the practical learning and clinical educational experience.

- (a) The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the School.
- (b) Facility will provide timely, regular constructive and cumulative feedback regarding student performance to the student and School as agreed upon and submit any required written documentation regarding student performance. Preferred that feedback is a product of individual(s) who provided direct supervision.

- (c) Provide variety of learning experiences which assist the student in meeting educational objectives when/if available at the clinical site.

4. Provision of facility rules applicable to students during clinical assignments. Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of practical learning and clinical educational experience, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility. Facility is responsible for providing student with said policies, standards, and practices.

5. Compliance with student privacy and applicable laws. The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

6. Responsibility for Patient/Client care. While at the Facility, students are not to replace

the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned practical learning and clinical educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.

7. Responsibility for supervision of student. Where applicable, the Facility is responsible for providing supervision of students and maintaining a sufficient level of staff support to carry out normal service functions so that students will not be performing in lieu of staff. In addition, Facility will meet and abide by any applicable state and federal regulations.

- (a) In the case of nursing students, the School is responsible for providing necessary supervision of students.

8. Emergency treatment of students. Emergency outpatient treatment will be available to students while in the hospital for practical learning and clinical educational experience in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment. Facility will notify school as soon as possible to report incident/occurrence to program representative.

9. School visitation of Facility. The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit visitation of its clinical facilities and available services and other items pertaining to practical learning and clinical educational experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

10. Facility notices to students. The Facility shall notify each student prior to his/her arrival at the Facility of any additional requirements not represented in information received by School. Facility shall also provide students with necessary orientation information which may include, but are not limited to, where to report to on first day, parking information, dining options, supervisor name(s) and contact information, hours of operation, and facility dress code.

D. MUTUAL RESPONSIBILITIES

1. Determination of instructional period. The course of the practical learning and clinical educational experience will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

2. **Determination of number of participating students.** The number of students eligible to participate in the practical learning and clinical educational experience will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of practical learning and clinical educational experiences at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the practical learning and clinical educational experience with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
3. **Evaluation of students' clinical experiences.** Evaluation of the practical learning and clinical educational experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current practical learning and clinical educational experiences offered to students.
4. **Removal of students.**
 - (a) The School has the right to remove a student from a practical learning and clinical educational experience. The School shall notify the Facility of such removal in writing.
 - (b) The Facility may immediately remove any student participating in a practical learning and clinical educational experience from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

The Facility may immediately remove, or request the removal of, any student from the Facility's premises who, in the Facility's sole discretion, is not acting in the best interest of patient care. Suspension or removal of any student from the Educational Program will be carried out in accordance with the following process:

- (i) If the Facility deems a student's performance to be unsatisfactory and detrimental to the Facility's health care responsibilities, the Facility may temporarily suspend the student from participation in the Educational Program by written notice to the student and the School;
- (ii) The Facility, the School and the student will confer as soon as feasible following such temporary suspension to discuss reasons for the suspension and the possibility of the student's continuation in the Educational Program;
- (iii) If the Facility determines that the student's continuation in the Educational Program would be detrimental to the Facility's health care responsibilities, the School will withdraw such student from the Facility upon receiving written reasons from the Facility for such determination; and

(iv) If the Facility determines that the student can continue in the Educational Program, then the Facility will provide makeup time for the student equal to the period the student was suspended.

5. Non-Discrimination. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

E. Insurance

1. Student professional and general liability insurance. The School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational experience to maintain a personal student professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

(a) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(b) In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

2. Facility Insurance. Facility shall maintain during this Agreement professional liability insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate, and general liability insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

3. Student Health Insurance. School shall require students participating in the practical learning and clinical educational experience to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

F. Mutual Indemnification

1. School Indemnifies Facility. School agrees to indemnify Facility from all loss, expense or damage arising out of claims or suits relating to the sole negligent acts or omissions of School, its officers, agents, employees, students or faculty members, while said School officers, agents, employees, students or faculty members are engaged in the performance of their duties on the premises of the clinical facilities.

(a) Nothing contained herein shall require School to indemnify Facility for alleged negligent acts or omissions of Facility, its officer, agents or employees, nor shall any provision contained herein abrogate the right of School to seek protection of any state or federal law providing for the apportionment of damage or loss between joint or concurrent tort feors, and School shall be entitled to recover its reasonable attorneys' fees incurred in the defense

of any action against it arising out of the negligent acts or omissions of Facility officers, agents, or employees.

2. Facility Indemnifies School. Facility agrees to indemnify School from all loss, expense or damage arising out of claims or suits relating to the sole negligent acts or omissions of Facility, its officers, agents, employees, students or faculty members, while Facility officers, agents, employees, students or faculty members are engaged in the performance of their duties.

(a) Nothing contained herein shall require Facility to indemnify School for alleged negligent acts or omissions of School, its officers, agents or employees, nor shall any provision contained herein abrogate the right of Facility to seek the protection of any state or federal law providing for the apportionment of damage or loss between joint or concurrent tortfeasors, and Facility shall be entitled to recover its reasonable attorneys' fees incurred in the defense of any action against it arising out of the negligent acts or omissions of School officers, agents, or employees.

G. Notice to Parties. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

Name: Sparta Community Hospital District
Address: 818 East Broadway
Sparta IL 62286
Attention: Darla Ederer
Phone: 618-443-1406
Fax: 618-443-1349
Email: ederer.darla@spartahospital.com

If to the School:

Name: Illinois Eastern Community Colleges
Address: 233 E. Chestnut
Olney, IL 62450
Attention: Michael Thomas
Telephone: 618-985-2828 x8372
Email: thomasm@iecc.edu

Program in: All Programs listed in Exhibit B

H. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

Board Action: Trustee Gary Carter made a motion to approve the affiliation agreement with Sparta Community Hospital. 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-C. IECC 403(b) Plan First Amendment: The CEO recommended approval of an amendment to the District's current 403(b) plan to allow employees to elect ROTH deferrals in addition to the current option available for traditional pre-tax contributions. This additional option would become effective January 1, 2020.

Board Action: Student Trustee Corey Hall made a motion to approve the 403(b) Plan First Amendment 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-D. Certificate of Tax Levy for Calendar Year 2019: 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 \$ 2,925,000 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and
- the sum of \$ 1,270,000 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 \$ 500,000 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 \$ 255,000 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 \$ 82,000 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 \$ 35,000 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 2019.

Signed this 19th day of November, 2019.

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 John Brooks made a motion to approve the Certificate of Tax Levy as recommended. 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.

Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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 2019 levy.

Board Action: Student Trustee Corey Hall 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-F. 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 2019 will be collected late in calendar year 2020 and that income from the collection of such funds will be allocated 100% to Fiscal Year 2020 (July 1, 2020 – June 30, 2021).

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 2019 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 Nine Hundred Twenty-Five Thousand Dollars (\$2,925,000) be levied as a tax for Educational purposes; and the sum of One Million Two Hundred Seventy-Thousand Dollars (\$1,270,000) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Fifty-Five Thousand Dollars (\$255,000) 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 Five Hundred Thousand Dollars (\$500,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; and the sum of Thirty-Five Thousand Dollars (\$35,000) 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 2019 to be collected in the year 2020; and that the income from the levy for the year 2020 be allocated 100% for Fiscal Year 2021.

Board Action: Trustee Brenda Culver made a motion to adopt the foregoing resolution regarding designation of the tax levy year as recommended. Student Trustee Corey Hall 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-G. Articulation Agreement with Franklin University: The articulation agreement with Franklin University was approved by the Board in October and Franklin has now requested slight revisions.

Board Action: Student Trustee Corey Hall made a motion to approve the updated articulation agreement between IECC and Franklin University. The revised agreement was presented in full in the board agenda, Trustee Al Henager 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-H. MOU with Carle Foundation Hospital – Paramedicine: A memorandum of understanding (MOU) between Illinois Eastern Community Colleges and Carle Richland Memorial Hospital (CRMH) is a requirement of the Paramedicine Program Accreditation to ensure that Illinois Eastern Community Colleges will grant credit for instruction in partnership with Carle Richland Memorial Hospital. By this MOU, IECC and CRMH are continuing a cooperative relationship to ensure our students receive excellent instruction in our Paramedicine program. The CEO recommended approval of the following agreement:

PURPOSE

The purpose of this document is to establish a memo of understanding between Illinois Eastern Community Colleges residing at 233 E. Chestnut St. in Olney, IL 62450 and Carle Richland Memorial Hospital residing at 800 E. Locust St., Olney, IL 62450. Subject to Illinois Eastern Community College District's compliance with the requirements set forth herein, this agreement assures that Illinois Eastern Community Colleges will provide college credit to individuals completing the Paramedicine certificate or degree training program through the partnership between Illinois Eastern Community Colleges and Carle Richland Memorial Hospital. This agreement allows students to receive college credit if they enroll at the educational institution and successfully complete their coursework; it does not require that students who do not register receive college credit.

PRIVACY AND DATA SECURITY

Both parties will comply with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999 and all associated regulations, taking necessary steps to ensure that confidential personal information is not disclosed or distributed, including the maintenance of a security plan consistent with industry standards to protect the confidentiality and integrity of personal information, and to protect against unauthorized access to such information. Information will be shared, in compliance with all applicable laws and regulations, as needed to allow transferring students to participate in the articulation program and to track student interest, persistence and success.

INDEMNIFICATION

- A. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify, defend, and hold harmless Carle Richland Memorial Hospital, its agents and employees, from any claims,

demands, or causes of action arising out of the negligent acts or omissions of Illinois Eastern Community Colleges, its agents or employees, in the performance of Illinois Eastern Community College District's obligations under this agreement.

- B. To the extent permitted by law, Carle Richland Memorial Hospital shall indemnify, defend, and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of Carle Richland Memorial Hospital, its agents or employees, in the performance of Carle Richland Memorial Hospital's obligations under this agreement.

TERM

This agreement shall automatically renew for successive one year periods from the signing date unless a party gives notice of non-renewal 3 months in advance of the expiration of the then-applicable term.

Both parties reserve the right to modify the terms and conditions of this Agreement or to discontinue the articulation program at any time. Notice of modification or intentions to discontinue shall be in writing from one Chief Executive Officer to the other at least nine months prior to the date on which any action would be taken. In the event that the program is discontinued, both parties will continue to provide services to all currently enrolled students through graduation or discontinued enrollment.

This agreement and attached addendums are effective only under the condition that Illinois Eastern Community Colleges maintains accreditation with the Higher Learning Commission (HLC) and that the partnership between Illinois Eastern Community Colleges and Carle Richland Memorial Hospital obtains and maintains program accreditation from the Committee on Accreditation for the EMS Professions or the Commission on Accreditation of Allied Health Programs. In the event that an institution loses its accreditation, this agreement and addendums will terminate immediately.

The parties agree to the provisions of any Addendums to Agreement, which are hereby incorporated by reference and made a part of this Agreement

Board Action: Trustee Gary Carter made a motion to approve the memorandum of understanding between IECC and Carle Foundation Hospital as presented. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-I. Board Meeting Dates and Locations for 2020: 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 2020.

Tuesday, January 21, 2020, 7 p.m., Wabash Valley College

Tuesday, February 18, 2020, 7 p.m., Frontier Community College

Tuesday, March 17, 2020, 7 p.m., Lincoln Trail College

Tuesday, April 21, 2020, 7 p.m., Olney Central College

Tuesday, May 19, 2020, 7 p.m., Wabash Valley College

Tuesday, June 16, 2020, 7 p.m., Frontier Community College

Tuesday, July 21, 2020, 7 p.m., Lincoln Trail College

Tuesday, August 18, 2020, 7 p.m., Olney Central College

Tuesday, September 15, 2020, 7 p.m., Wabash Valley College

Tuesday, October 20, 2020, 7 p.m., Frontier Community College

Tuesday, November 17, 2020, 7 p.m., Lincoln Trail College

Tuesday, December 8, 2020, 7 p.m., Olney Central College

Board Action: Trustee Brenda Culver made a motion to approve the Board Meeting Dates and Locations for 2020 as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-J. Holiday Calendar 2020: The CEO recommended approval of the proposed holiday schedule for administrative, technical, professional/non-faculty, clerical, and maintenance staff for calendar year 2020 as presented and as listed in full in the agenda.

Board Action: Trustee Al Henager made a motion to approve the Holiday Calendar for Calendar Year 2020 as recommended. Student Trustee Corey Hall 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-K. Chancellor Search Committee: Trustee James Lane has requested that his name be withdrawn as a member of the Chancellor Search Committee. It was recommended that the Board consider the appointment of Trustee Al Henager to the committee. The Chancellor Search Committee members would then be Gary Carter, Al Henager, Marilyn Holt and Renee Smith.

Board Action: Trustee John Brooks made a motion to approve the composition of the Chancellor Search committee to be Gary Carter, Al Henager, Marilyn Holt and Renee Smith 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 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, 2019.

#11-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for November 2019 totaling \$3,316,765.81 were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee John Brooks made a motion to approve payment of district financial obligations for November, 2019, 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. Student advisory vote: yea.

Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yeas and 0 nay votes, the Chair declared the motion carried.

AGENDA #12 – “Chief Executive Officer’s Report” – Marilyn Holt presented a report on items including the Chancellor Search, Student Trustee Election, and the Aspen award nomination for all four IECC colleges.

AGENDA #13 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #14 – “Approval of Executive Session Minutes” –

#14-A. Written Executive Session Minutes: The Board of Trustees went into Executive Session under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district during the regular meeting held on October 15, 2019. Separate minutes have been prepared for this closed meeting. It was recommended that the written minutes of the October 15, 2019 executive session meeting be approved and remain closed.

#14-B. Audio Recording of Executive Session: It was recommended that the recorded audio minutes of a closed session meeting held on October 15, 2019 be approved and remain closed.

Board Action: Trustee Brenda Culver made a motion to approve the written and audio minutes of a closed session meeting held on October 15, 2019 and that those minutes remain closed to the public at this time. 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 that the “Ayes” have it and the motion carried.

AGENDA #15 – “Approval of Personnel Report” – Tara Buerster presented the following personnel Report and the CEO recommended approval.

400.1. Employment of Personnel

A. Professional/Non-Faculty, Exempt

1. Carol Dreith, Project Director, Title III, FCC, effective November 25, 2019, employment contingent upon continued grant funding.
2. Jennifer England, Health Sciences Specialist, Title III, FCC, effective December 5, 2019, employment contingent upon continued grant funding.
3. Sharmila Kakac, Program Director, Adult Education, FCC, effective November 21, 2019.

B. Professional/Non-Faculty, Non-Exempt

1. Mark Smith, Building Manager, WRC, effective November 20, 2019.

C. Classified

1. Chad Groves, TRIO Upward Bound Counselor, DO(WVC), effective November 20, 2019, employment contingent upon continued grant funding.
2. Michael Wagaman, Maintenance/Groundskeeper, LTC, effective November 20, 2019.

400.2. Change-in-Status

A. Professional/Non-Faculty, Exempt

1. Olivia McVicker, Career Advisor, OCC to Program Director, Grants & Compliance, DO, effective November 25, 2019.

400.3. Resignation Ratifications

Professional Non-Faculty, Exempt

1. Scott Meserole, O & M Team Leader/Coordinator of Fire Science, FCC, effective November 30, 2019.
2. Evan Semple, Coordinator of Industry Training, LTC, effective December 29, 2019.

B. Classified

1. Dylan Myers, Maintenance/Custodian, OCC, effective October 28, 2019.

Board Action to Approve Personnel Report: Trustee Brenda Culver made a motion to approve the Personnel Report as recommended. Student Trustee Corey Hall 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 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 Gary Carter made a motion to adjourn. 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. The Chair declared the “Ayes” have it, and the motion is adopted, and the meeting was adjourned at 8:05 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

- A. Visitors and Guests**
- B. IECEA Representatives**

Agenda Item #4

Public Comment

Agenda Item #5

Reports

A. Trustees

B. Presidents

C. Cabinet

Agenda Item #6

Policy First Reading (and Possible Approval)

None

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Articulation Agreement with Vincennes University

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: December 10, 2019
SUBJECT: Transfer Agreement between IECC and Vincennes University

The following transfer agreement between Illinois Eastern Community Colleges and Vincennes University facilitates transfer from IECC's Associate in Science and Arts Degree with a concentration in Education to Vincennes University's Bachelor of Science in Special Education, Mild Intervention K-12.

Through this agreement, IECC and Vincennes University are forming a cooperative relationship to benefit students who desire to complete a Bachelor of Science in Special Education K-12 and to provide our students with an effective and efficient transfer experience.

I recommend the Board's approval of this agreement.

MH/rs

Attachment

**AGREEMENT BETWEEN
VINCENNES UNIVERSITY
Bachelor of Science in Special Education, Mild Intervention, K-12
AND
Illinois Eastern Community Colleges
Associate Degree**

Statement of Intent

The purpose of this agreement is to provide a framework for the transfer of credits earned in the Associate in Science degree at Illinois Eastern Community College (IECC) to the Bachelor of Science at Vincennes University.

The faculty of both institutions have worked together to develop the attached listing of course equivalencies, course requirements for the Associate degree, and course requirements for the completion of the Baccalaureate degree. The agreement is in effect for courses taken beginning the 2020 Fall semester. All course work taken prior to the 2020 Fall semester will be evaluated by Vincennes University faculty to determine transfer of course work.

This agreement will remain in effect until one party decides to terminate it, with 60 days advance notice. This agreement, including any modifications, may be reviewed by either institution upon request. Both institutions agree to keep the other aware of curriculum changes as they occur, and the agreement should be reviewed every three years. While both parties to the agreement understand its purpose is to maximize transfer opportunities for students, they also recognize the limits may be placed on courses accepted under the provisions of this agreement, should the student subsequently decide to change to another program not covered by the agreement.

APPROVALS

Education Department Chair Date

Chief Academic Officer Date

SSPAC Dean Date
Date

Chairman of Board of Trustees

Assistant Provost for Curriculum Date
and Instruction

Agenda Item #8B

**Motorcycle Safety Agreements with SIU and:
FCC-LTC-OCC-WVC**

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: December 10, 2019
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 2020.

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, 2020 (“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;

WHEREAS, 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 Key Rating Guide. 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.

6. 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 Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois 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 2020, 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 have 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: _____
John M. Dunn, Interim Chancellor
Southern Illinois University Carbondale

By: _____
Marilyn Holt
Chief Executive Officer
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2020 (“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;

WHEREAS, 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 Key Rating Guide. 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

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

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois 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 2020, 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 have 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: _____
John M. Dunn, Interim Chancellor
Southern Illinois University Carbondale

By: _____
Marilyn Holt
Chief Executive Officer
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2020 (“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;

WHEREAS, 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 Key Rating Guide. 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 Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois 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 2020, 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 have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
Olney Central College

By: _____
John M. Dunn, Interim Chancellor
Southern Illinois University Carbondale

By: _____
Marilyn Holt
Chief Executive Officer
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2020 (“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;

WHEREAS, 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 Key Rating Guide. 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

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

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois 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 2020, 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 have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
Wabash Valley College

By: _____
John M. Dunn, Interim Chancellor
Southern Illinois University Carbondale

By: _____
Marilyn Holt
Chief Executive Officer
Illinois Eastern Community Colleges

Agenda Item #8C

Affiliation Agreements

Carle Foundation Hospital – FCC Phlebotomy
Good Samaritan Hospital – OCC Phlebotomy
Lawrence County Hospital – OCC Phlebotomy
Crawford Memorial Hospital – OCC Phlebotomy
Carle Foundation Hospital – OCC Phlebotomy

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: December 10, 2019
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 the following affiliation agreements:

Carle Foundation Hospital –FCC Phlebotomy
Good Samaritan Hospital – OCC Phlebotomy
Lawrence County Hospital – OCC Phlebotomy
Crawford Memorial Hospital – OCC Phlebotomy
Carle Foundation Hospital – OCC Phlebotomy

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

MH/rs

Attachment

CLINICAL AFFILIATION AGREEMENT

This **CLINICAL AFFILIATION AGREEMENT** (“Agreement”) is made and entered into on as of the date of the last signature below (“Effective Date”) by and between The Carle Foundation, and its affiliates and subsidiaries, including but not limited to those listed on Exhibit A (collectively referred to herein as “Carle”), each an Illinois not-for-profit corporation, and Illinois Eastern Community Colleges, including Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College (“School”). Carle and School may be referred to herein individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, Carle is a not-for-profit integrated healthcare system whose charitable purposes include, among other things, (i) providing high quality, cost efficient and effective care to patients, and (ii) promoting the training of individuals interested in a career in healthcare;

WHEREAS, as part of its academic curriculum, School wishes to provide its students (referred to herein as “Student” or collectively “Students”) a clinical education experience for its program(s) listed in Exhibit A;

WHEREAS, Carle maintains facilities suitable for the programs listed in Exhibit A and in furtherance of its mission wishes to assist School in placement of its Students at Carle for a clinical education experience (“Placement”);

WHEREAS, Carle and School desire to enter into this Agreement pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the above mentioned recitals, which are incorporated herein by this reference, and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I: JOINT RESPONSIBILITIES

- 1.1 The Placement of Students will be cooperatively planned by the appropriate representatives of Carle and the School. Information regarding the number of Students to be assigned, the dates of assignment, and specific experience to be provided (including the proposed clinical areas and patient service facilities to be used by the student and the type and extent of patient care rendered) shall be planned jointly and agreed upon by School and Carle. Placement of Students is not guaranteed and will always depend on staff, space and availability.
- 1.2 Periodic meetings will be held to review and evaluate the clinical Placement, and to attempt to resolve specific problems which may interfere with the objectives of the Placement and program.
- 1.3 Problems arising with respect to Student shall be resolved jointly by Carle, School and the Student. Pending resolution of such problems, Carle may at any time restrict such Student activities where it deems necessary for patient welfare, or the Student breaches Carle’s rules and regulations.
- 1.4 School will arrange the clinical education program’s schedule and Student’s Placement in cooperation with Carle.

- 1.5 Neither Carle nor School shall be compensated by the other as a result of this affiliation.

ARTICLE II: SCHOOL RESPONSIBILITIES

- 2.1 School will have total responsibility for academically preparing the Students in theoretical knowledge, basic skills, professional ethics, attitude and behavior prior to a Placement. School shall be responsible for assigning a Student to a Placement at Carle. School shall inform Carle as to curriculum and sequence and shall be advised of all courses and other clinical experiences of each Student. For a Placement at Carle, School is responsible for providing the Students with clear objectives and a plan of study and Carle will not be responsible for developing this plan.
- 2.2 School will appoint a representative to act as a coordinator of the Placement and to act as a liaison between Carle, School and the Student(s) in such matters as assignment and coordination of the Placement and administrative operations.
- 2.3 School will instruct Students to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- 2.4 School will provide Carle with forms, protocol and guidelines for evaluation of Student Placement and performance, and its policy regarding student absences during a clinical Placement. School will ensure that each Student completes a criminal background check and the standard immunizations (including Varicella, TDaP, TB and Hep B) prior to his/her Placement at any of Carle's facilities and shall otherwise meet all health standards required by School and Carle. These items must be available and provided to Carle upon request.
- 2.5 School will give advance notice to Carle of any site visits by any accrediting agencies involved with the clinical education program. Carle has the right to refuse on-site visits according to its policies and procedures; provided however, that Carle will not unreasonably withhold consent to on-site visits.
- 2.6 School will provide each Student with an instructor, who is a School employee, to whom he/she is responsible during the Placement. The instructor will have the following duties, which may be delegated to other appropriate individuals:
- 2.6.1 demonstrating a concern for the educational development of the Student;
 - 2.6.2 providing a planned program for the Placement, established in cooperation with the Student's need and interests;
 - 2.6.3 evaluating the Student's performance during the Placement; and
 - 2.6.4 meeting with the appropriate Carle staff to discuss the Student's progress.

- 2.7 In the event that faculty from the School are on-site at Carle, School shall instruct faculty to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to HIPAA. Carle reserves the right to terminate, refuse access or otherwise restrict activities such School faculty member from the Placement at any time for the interest of the safety and well-being of its patients and staff and for breaching Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.
- 2.8 The Student(s) and School are and will remain at all times during the term of this Agreement included as named insureds or additional insureds under the School's insurance program, providing general liability coverage in reasonable limits and professional liability coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate limit for liability arising out of the negligence of its Students during their Placement at Carle. Such insurance shall be obtained from a reputable insurance company or may be provided through a self-insurance program or combination thereof. School agrees to provide Carle with thirty (30) days prior written notification, or as soon as possible if notice is received less than thirty (30) days before the effective date, of the cancellation, nonrenewable, or material change of any liability insurance policy required by this Agreement. A Certificate of Insurance evidencing such coverage shall be furnished to The Carle Foundation, Office of Contracts Management, 611 West Park Street, Urbana, IL 61801 prior to commencement of the Placement.
- 2.9 To the extent permitted by law and without waiving any defenses, School agrees to indemnify, defend, and hold harmless Carle, its officers, directors, employees, and agents from any and all claims, losses, lawsuits, demands, actions and judgments ("Claims") asserted by any person or persons for any negligent act, failure to act, willful misconduct, or breach of this Agreement by the School, its Student(s), or its faculty including, but not limited to, any fines, awards, damages, expenses or reasonable attorneys' fees that may be incurred in connection with such Claims. This provision will survive the termination of this Agreement.
- 2.10 School warrants that its Student(s) are in good academic standing and moral character and it has performed any required security checks according to its policies.
- 2.11 If there is any reasonable expectation that the School will require Students to conduct research to become involved in research activities, then School will notify Carle's Research Department immediately. School warrants that it will not require its Students to conduct research or become involved with research activities unless it has complied with all requirements as set forth by Carle's Research Department and the Carle Institutional Review Board. Moreover, if research activities are required, School shall ensure that the liability insurance provided to Students covers the research activities and School shall provide to Carle evidence of such coverage.

ARTICLE III: CARLE RESPONSIBILITIES

- 3.1 Carle agrees to provide the Student with access to its clinical facilities as appropriate for the Placement. In addition, Carle agrees to provide Students access to available education and instructional material within its library.
- 3.2 Students are to not render patient care except as identified for educational value as part of the jointly planned Placement, all under the supervision of a professional practitioner who is a member of Carle's staff. Consistent with the foregoing, attending physicians retain the right to refuse any Student authorization to engage in direct patient care activities. Students will be identified as such to all patients and will not participate in patient care if the patient objects. It is understood that the Placement will not interfere with the primary mission of the care and treatment of the patient, which shall at all times remain the responsibility of Carle.
- 3.3 Carle reserves the right to terminate the Student from Carle's clinical site at any time and for any reason related to the Student's performance at Carle in the interest of the safety and well-being of its patients and staff. Carle, at its sole discretion, may refuse access to its clinical areas or otherwise restrict activities of the Student when deemed necessary or desirable for patient care and welfare, or where the Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.
- 3.4 Carle may request the withdrawal of a Student from Carle following consultation with appropriate School representative and the Student in the action.
- 3.5 Carle maintains the right to refuse Student Placements based on the ability to provide an appropriate preceptor, space/volume issues, or if Student fails to comply with Carle policies and regulations related to confidentiality of patients and employees.
- 3.6 All records kept by Carle relating to a Student's performance during the Placement, except for those containing patient protected health information, shall be made available to the Parties hereto and to the Student, and not to other persons, as required by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g).
- 3.7 Carle will, at commencement of a Student's Placement, provide the Student with an orientation as to Carle's rules, regulations and policies, as well as standards and practices relevant to the Placement as Carle deems necessary.

ARTICLE IV: STUDENT RESPONSIBILITIES

The School will review the following responsibilities with the Student prior to Placement:

- 4.1 The Student must follow the policies, procedures, rules and regulations established by Carle during his/her Placement at Carle.
- 4.2 The Student will be responsible to obtain individual proof of immunizations and a background check and submit to his/her School prior to commencement of the Placement.
- 4.3 The Student will provide his/her own health insurance coverage for the period of the Placement. The Student will be financially responsible for any medical care including, but not limited to, emergency outpatient care, he/she receives at Carle.
- 4.4 The Student may be required to sign a confidentiality agreement and a release of liability for any personal injuries that may be sustained by him/her while on Carle premises prior to Placement.
- 4.5 The Student will complete the required HIPAA training and any other training required by Carle for the Placement including a job description acknowledgment prior to commencing his/her Placement.

ARTICLE V: CONFIDENTIALITY

- 5.1 School, its Students, and any of its visiting faculty shall not disclose Confidential Information (defined below) and will use best efforts to prevent unauthorized disclosure of such information. If it becomes necessary to make such disclosure, the Parties shall enter into a separate confidentiality agreement prior to making such disclosure. The foregoing obligations shall not apply to the extent that (i) such information becomes generally available to the public other than as a result of an improper disclosure by the School, its Students or its visiting faculty, or (ii) such information was available to the other Party on a non-confidential basis prior to its disclosure hereunder, or (iii) such Parties are required by law to disclose, file or register the same, or (iv) Carle has consented to such disclosure being made.
- 5.2 Confidential information includes, but is not limited to, any information identified by either Party as “confidential” or “proprietary”, or which, under all of the circumstances, ought reasonably be treated as confidential and/or proprietary, including this Agreement.
- 5.3 HIPAA. It is the intent of the Parties to comply in all respects with the applicable provisions of the HIPAA Privacy and Security Regulations, 45 CFR parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996,

42 USC Section 1320 (d) et seq. (“HIPAA”), as it pertains to the Parties respectively. Each Party agrees not to use or disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “PHI”), concerning a patient other than as permitted by the requirements of HIPAA (or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations), or as may be required by law. PHI shall only be used by the Parties to accomplish the intended purpose of this Agreement and shall only be disclosed as required by law. Each Party agrees to use appropriate safeguards to prevent use or disclosure of the PHI except use or disclosure specifically permitted pursuant to this Agreement or as may be required by law or court order. Notwithstanding the foregoing, no PHI is anticipated to be exchanged between Carle and the School. Furthermore, the Parties agree that solely for the purpose of defining the Students’ role in relation to the use and disclosure of Carle’s PHI, it is understood that each Student are considered a member of Carle’s “workforce” as that term is defined by 45 CFR 160.103 when engaged in activities pursuant to this Agreement. Accordingly, neither the School nor any of its Students meet the definition of a Business Associate under HIPAA. As such, a Business Associate Agreement is not required. Provided, however, that if during the term of this Agreement, an exchange of PHI between Carle and the School is required, or the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate, as that term is defined in the federal privacy regulations, the School and Carle shall, upon a date mutually agreed by the Parties, execute a Business Associate Agreement.

ARTICLE VI: TERMINATION

- 6.1 This Agreement shall commence on the Effective Date and will remain in effect for a period of three (3) years unless otherwise terminated as provided herein.
- 6.2 This Agreement shall be terminated on the occurrence of any of the following events:
 - 6.2.1 Termination by Agreement. This Agreement may be terminated at any time upon the terms set forth in a written document signed by both Parties.
 - 6.2.2 Termination for Cause. This Agreement may be terminated for cause, if a Party commits a material breach of this Agreement and if such breach is not cured within ten (10) days after written notice of the breach.
 - 6.2.3 Termination Without Cause. This Agreement may be terminated without cause, and for any reason, by providing the other Party thirty (30) days’ written notice prior to the end of the academic term of the School.
- 6.3 Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except obligations accruing prior to the date of termination. Provided, however, that in the event that this Agreement is terminated, Students who are participating in a Placement at the time of termination shall be allowed to complete his/her rotation under the terms and conditions set forth in this Agreement.

ARTICLE VII: GENERAL PROVISIONS

- 7.1 Independent Contractor. In the performance of all duties and obligations, Carle, School, and, are, at all times, independent contractors and not joint venturers, agents, partners or employers/employees of the other. Neither Party nor their respective faculty, staff, employees, Students or agents shall be or claim to be faculty, staff, employee, student or agent of the other. Each Party shall be responsible for payment on behalf of its employees any and all contributions and taxes imposed by local, state or federal law, including, but not limited to, taxes or contributions for social security, unemployment insurance, worker's compensation, old age retirement benefits, pensions and annuities, and agrees to provide indemnity for any such payment made by the other Party.
- 7.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
- 7.3 Assignment. Neither Party may assign this Agreement, or any portion of it, without prior written consent of the other Party.
- 7.4 Corporate Compliance. Carle has a corporate compliance plan, the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. Update this provision. School acknowledges Carle's commitment to corporate compliance and agrees the School, its Students and faculty, will conduct themselves in accord with applicable legal authority.
- 7.5 Warranty of Non-Exclusion. By execution of this Agreement, School represents and warrants to Carle that it and its Students and faculty participating in a Placement (collectively "School") has not (i) been excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program (as defined herein); (ii) been convicted of a criminal offense related to the provision of health care items or services; and (iii) arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from the participation in any Federal Health Care Program. School represents and warrants that it is not currently under investigation or otherwise aware of any circumstances that may result in School being excluded from participation in any Federal Health Care Program and that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g), has occurred or is pending or threatened against School. For the purpose of this Paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. This shall be an ongoing representation and warranty throughout the Term of this Agreement. School shall immediately notify Carle of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Carle the right to terminate the Agreement immediately for cause.
- 7.6 Entire Agreement. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes

the entire agreement between the Parties hereto, and Carle and School shall neither be entitled to benefits other than those herein specifically enumerated.

- 7.7 Execution. This Agreement and any amendment hereto, may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.
- 7.8 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.
- 7.9 Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matter to be construed in interpreting this Agreement. The Parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- 7.10 Marketing. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the Party whose name is to be used.
- 7.11 Notice. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

<p>School: ILLINOIS EASTERN COMMUNITY COLLEGES including Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College 233 East Chestnut Street Olney, IL 62450-2298 Attn: Dr. G. Andrew Fischer, Chairman</p> <p>With a Copy To: Frontier Community College 2 Frontier Drive Fairfield IL 62837-2601 Attn: Dr. Paul Bruinsma</p>	<p>Carle: THE CARLE FOUNDATION Human Resources 611 West Park Street Urbana, IL 61801 Attn: Meghan Martz</p> <p>With a Copy To: Carle Richland Memorial Hospital 800 E. Locust Street Olney, IL 62450 Attn: Corporate Compliance, Accreditation & Risk Manager</p>
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- 7.12 Statement of Non-Discrimination. Both Parties are committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender identity, sexual preference, age, veteran status or mental/physical disability.
- 7.13 Severability. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the Parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
- 7.14 Successors and Assigns. This Agreement shall extend to and be binding upon representatives, successors and assigns of the Parties. This provision, however, shall not be construed to permit the assignment of this Agreement by either Party, except as may be permitted hereby.
- 7.15 Survival of Covenants. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.
- 7.16 Third Party Rights. Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.
- 7.17 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

IN WITNESS WHEREOF, the Parties, through their duly authorized officers, accept the above terms effective the day and year first above written.

The Carle Foundation

Illinois Eastern Community Colleges

Signature: _____

Signature: _____

Name: _____

Name: _____

Dr. G. Andrew Fischer

Title: _____

Title: _____

Chairman, Illinois Eastern
Community Colleges Board of
Trustees

Date: _____

Date: _____

December 10, 2019

EXHIBIT A

Carle Entities Covered by this Agreement:

- The Carle Foundation Hospital
- Carle Health Care Incorporated d/b/a Carle Physician Group
- Hoopston Community Memorial Hospital d/b/a Carle Hoopston Regional Health Center
- Richland Memorial Hospital Inc. d/b/a Carle Richland Memorial Hospital

Specific programs Covered by this Agreement for Placement:

(i.e. degree programs for disciplines such as Associate RN, RN, Pharmacy, PA, OT/PT, etc.)

PHLEBOTOMY CERTIFICATE

AFFILIATION AGREEMENT
BETWEEN
ILLINOIS EASTERN COMMUNITY COLLEGES,
District # 529
Olney Central College Phlebotomy Program
AND

**Good Samaritan Hospital
520 S 7th St.
Vincennes, IN 47591**

THIS AGREEMENT made and entered into this _____ day 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:

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.

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, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the _____ day of _____.

AGENCY

ILLINOIS EASTERN COMMUNITY
COLLEGE 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
Olney Central College Phlebotomy Program

AND

**Lawrence County Hospital
2200 W State Street
Lawrenceville, IL 62439-1899**

THIS AGREEMENT made and entered into this _____ day 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:

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.

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, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the _____ day of _____.

AGENCY

ILLINOIS EASTERN COMMUNITY
COLLEGE 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
Olney Central College Phlebotomy Program
AND

**Crawford Memorial Hospital
1000 North Allen Street
Robinson, IL 62454**

THIS AGREEMENT made and entered into this ____ day 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:

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.

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, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the _____ day of _____.

AGENCY

ILLINOIS EASTERN COMMUNITY
COLLEGE 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

CLINICAL AFFILIATION AGREEMENT

This **CLINICAL AFFILIATION AGREEMENT** ("Agreement") is made and entered into on as of the date of the last signature below ("Effective Date") by and between The Carle Foundation, and its affiliates and subsidiaries, including but not limited to those listed on Exhibit A (collectively referred to herein as "Carle"), each an Illinois not-for-profit corporation, and Illinois Eastern Community Colleges, District #529 Olney Central College Phlebotomy Program, ("School"). Carle and School may be referred to herein individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Carle is a not-for-profit integrated healthcare system whose charitable purposes include, among other things, (i) providing high quality, cost efficient and effective care to patients, and (ii) promoting the training of individuals interested in a career in healthcare;

WHEREAS, as part of its academic curriculum, School wishes to provide its students (referred to herein as "Student" or collectively "Students") a clinical education experience for its program(s) listed in Exhibit A;

WHEREAS, Carle maintains facilities suitable for the programs listed in Exhibit A and in furtherance of its mission wishes to assist School in placement of its Students at Carle for a clinical education experience ("Placement");

WHEREAS, Carle and School desire to enter into this Agreement pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the above mentioned recitals, which are incorporated herein by this reference, and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I: JOINT RESPONSIBILITIES

- 1.1 The Placement of Students will be cooperatively planned by the appropriate representatives of Carle and the School. Information regarding the number of Students to be assigned, the dates of assignment, and specific experience to be provided (including the proposed clinical areas and patient service facilities to be used by the student and the type and extent of patient care rendered) shall be planned jointly and agreed upon by School and Carle. Placement of Students is not guaranteed and will always depend on staff, space and availability.
- 1.2 Periodic meetings will be held to review and evaluate the clinical Placement, and to attempt to resolve specific problems which may interfere with the objectives of the Placement and program.
- 1.3 Problems arising with respect to Student shall be resolved jointly by Carle, School and the Student. Pending resolution of such problems, Carle may at any time restrict such Student

activities where it deems necessary for patient welfare, or the Student breaches Carle's rules and regulations.

- 1.4 School will arrange the clinical education program's schedule and Student's Placement in cooperation with Carle.
- 1.5 Neither Carle nor School shall be compensated by the other as a result of this affiliation.

ARTICLE II: SCHOOL RESPONSIBILITIES

- 2.1 School will have total responsibility for academically preparing the Students in theoretical knowledge, basic skills, professional ethics, attitude and behavior prior to a Placement. School shall be responsible for assigning a Student to a Placement at Carle. School shall inform Carle as to curriculum and sequence and shall be advised of all courses and other clinical experiences of each Student. For a Placement at Carle, School is responsible for providing the Students with clear objectives and a plan of study and Carle will not be responsible for developing this plan.
- 2.2 School will appoint a representative to act as a coordinator of the Placement and to act as a liaison between Carle, School and the Student(s) in such matters as assignment and coordination of the Placement and administrative operations.
- 2.3 School will instruct Students to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- 2.4 School will provide Carle with forms, protocol and guidelines for evaluation of Student Placement and performance, and its policy regarding student absences during a clinical Placement. School will ensure that each Student completes a criminal background check and the standard immunizations (including Varicella, Tdap, TB and Hep B) prior to his/her Placement at any of Carle's facilities and shall otherwise meet all health standards required by School and Carle. These items must be available and provided to Carle upon request.
- 2.5 School will give advance notice to Carle of any site visits by any accrediting agencies involved with the clinical education program. Carle has the right to refuse on-site visits according to its policies and procedures; provided however, that Carle will not unreasonably withhold consent to on-site visits.
- 2.6 School will provide each Student with an instructor, who is a School employee, to whom he/she is responsible during the Placement. The instructor will have the following duties, which may be delegated to other appropriate individuals:
 - 2.6.1 demonstrating a concern for the educational development of the Student;
 - 2.6.2 providing a planned program for the Placement, established in cooperation with the Student's need and interests;
 - 2.6.3 evaluating the Student's performance during the Placement; and
 - 2.6.4 meeting with the appropriate Carle staff to discuss the Student's progress.

- 2.7 In the event that faculty from the School are on-site at Carle, School shall instruct faculty to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to HIPAA. Carle reserves the right to terminate, refuse access or otherwise restrict activities such School faculty member from the Placement at any time for the interest of the safety and well-being of its patients and staff and for breaching Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.
- 2.8 The Student(s) and School are and will remain at all times during the term of this Agreement included as named insureds or additional insureds under the School's insurance program, providing general liability coverage in reasonable limits and professional liability coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate limit for liability arising out of the negligence of its Students during their Placement at Carle. Such insurance shall be obtained from a reputable insurance company or may be provided through a self-insurance program or combination thereof. School agrees to provide Carle with thirty (30) days prior written notification, or as soon as possible if notice is received less than thirty (30) days before the effective date, of the cancellation, nonrenewable, or material change of any liability insurance policy required by this Agreement. A Certificate of Insurance evidencing such coverage shall be furnished to The Carle Foundation, Office of Contracts Management, 611 West Park Street, Urbana, IL 61801 prior to commencement of the Placement.
- 2.9 To the extent permitted by law and without waiving any defenses, School agrees to indemnify, defend, and hold harmless Carle, its officers, directors, employees, and agents from any and all claims, losses, lawsuits, demands, actions and judgments ("Claims") asserted by any person or persons for any negligent act, failure to act, willful misconduct, or breach of this Agreement by the School, its Student(s), or its faculty including, but not limited to, any fines, awards, damages, expenses or reasonable attorneys' fees that may be incurred in connection with such Claims. This provision will survive the termination of this Agreement.
- 2.10 School warrants that its Student(s) are in good academic standing and moral character and it has performed any required security checks according to its policies.
- 2.11 If there is any reasonable expectation that the School will require Students to conduct research to become involved in research activities, then School will notify Carle's Research Department immediately. School warrants that it will not require its Students to conduct research or become involved with research activities unless it has complied with all requirements as set forth by Carle's Research Department and the Carle Institutional Review Board. Moreover, if research activities are required, School shall ensure that the liability insurance provided to Students covers the research activities and School shall provide to Carle evidence of such coverage.

ARTICLE III: CARLE RESPONSIBILITIES

- 3.1 Carle agrees to provide the Student with access to its clinical facilities as appropriate for the Placement. In addition, Carle agrees to provide Students access to available education and instructional material within its library.
- 3.2 Students are to not render patient care except as identified for educational value as part of the jointly planned Placement, all under the supervision of a professional practitioner who is a member of Carle's staff. Consistent with the foregoing, attending physicians retain the right to refuse any Student authorization to engage in direct patient care activities. Students will be identified as such to all patients and will not participate in patient care if the patient objects. It is understood that the Placement will not interfere with the primary mission of the care and treatment of the patient, which shall at all times remain the responsibility of Carle.
- 3.3 Carle reserves the right to terminate the Student from Carle's clinical site at any time and for any reason related to the Student's performance at Carle in the interest of the safety and well-being of its patients and staff. Carle, at its sole discretion, may refuse access to its clinical areas or otherwise restrict activities of the Student when deemed necessary or desirable for patient care and welfare, or where the Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.
- 3.4 Carle may request the withdrawal of a Student from Carle following consultation with appropriate School representative and the Student in the action.
- 3.5 Carle maintains the right to refuse Student Placements based on the ability to provide an appropriate preceptor, space/volume issues, or if Student fails to comply with Carle policies and regulations related to confidentiality of patients and employees.
- 3.6 All records kept by Carle relating to a Student's performance during the Placement, except for those containing patient protected health information, shall be made available to the Parties hereto and to the Student, and not to other persons, as required by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g).
- 3.7 Carle will, at commencement of a Student's Placement, provide the Student with an orientation as to Carle's rules, regulations and policies, as well as standards and practices relevant to the Placement as Carle deems necessary.

ARTICLE IV: STUDENT RESPONSIBILITIES

The School will review the following responsibilities with the Student prior to Placement:

- 4.1 The Student must follow the policies, procedures, rules and regulations established by Carle during his/her Placement at Carle.
- 4.2 The Student will be responsible to obtain individual proof of immunizations and a background check and submit to his/her School prior to commencement of the Placement.

- 4.3 The Student will provide his/her own health insurance coverage for the period of the Placement. The Student will be financially responsible for any medical care including, but not limited to, emergency outpatient care, he/she receives at Carle.
- 4.4 The Student may be required to sign a confidentiality agreement and a release of liability for any personal injuries that may be sustained by him/her while on Carle premises prior to Placement.
- 4.5 The Student will complete the required HIPAA training and any other training required by Carle for the Placement including a job description acknowledgment prior to commencing his/her Placement.

ARTICLE V: CONFIDENTIALITY

- 5.1 School, its Students, and any of its visiting faculty shall not disclose Confidential Information (defined below) and will use best efforts to prevent unauthorized disclosure of such information. If it becomes necessary to make such disclosure, the Parties shall enter into a separate confidentiality agreement prior to making such disclosure. The foregoing obligations shall not apply to the extent that (i) such information becomes generally available to the public other than as a result of an improper disclosure by the School, its Students or its visiting faculty, or (ii) such information was available to the other Party on a non-confidential basis prior to its disclosure hereunder, or (iii) such Parties are required by law to disclose, file or register the same, or (iv) Carle has consented to such disclosure being made.
- 5.2 Confidential information includes, but is not limited to, any information identified by either Party as "confidential" or "proprietary", or which, under all of the circumstances, ought reasonably be treated as confidential and/or proprietary, including this Agreement.
- 5.3 HIPAA. It is the intent of the Parties to comply in all respects with the applicable provisions of the HIPAA Privacy and Security Regulations, 45 CFR parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 USC Section 1320 (d) et seq. ("HIPAA"), as it pertains to the Parties respectively. Each Party agrees not to use or disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "PHI"), concerning a patient other than as permitted by the requirements of HIPAA (or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations), or as may be required by law. PHI shall only be used by the Parties to accomplish the intended purpose of this Agreement and shall only be disclosed as required by law. Each Party agrees to use appropriate safeguards to prevent use or disclosure of the PHI except use or disclosure specifically permitted pursuant to this Agreement or as may be required by law or court order. Notwithstanding the foregoing, no PHI is anticipated to be exchanged between Carle and the School. Furthermore, the Parties agree that solely for the purpose of defining the Students' role in relation to the use and disclosure of Carle's PHI, it is understood that each Student are considered a member of Carle's "workforce" as that term is defined by 45 CFR 160.103 when engaged in activities pursuant to this Agreement. Accordingly, neither the School nor any of its Students meet the definition of a Business Associate under

HIPAA. As such, a Business Associate Agreement is not required. Provided, however, that if during the term of this Agreement, an exchange of PHI between Carle and the School is required, or the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate, as that term is defined in the federal privacy regulations, the School and Carle shall, upon a date mutually agreed by the Parties, execute a Business Associate Agreement.

ARTICLE VI: TERMINATION

- 6.1 This Agreement shall commence on the Effective Date and will remain in effect for a period of three (3) years unless otherwise terminated as provided herein.
- 6.2 This Agreement shall be terminated on the occurrence of any of the following events:
- 6.2.1 Termination by Agreement. This Agreement may be terminated at any time upon the terms set forth in a written document signed by both Parties.
 - 6.2.2 Termination for Cause. This Agreement may be terminated for cause, if a Party commits a material breach of this Agreement and if such breach is not cured within ten (10) days after written notice of the breach.
 - 6.2.3 Termination Without Cause. This Agreement may be terminated without cause, and for any reason, by providing the other Party thirty (30) days' written notice prior to the end of the academic term of the School.
- 6.3 Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except obligations accruing prior to the date of termination. Provided, however, that in the event that this Agreement is terminated, Students who are participating in a Placement at the time of termination shall be allowed to complete his/her rotation under the terms and conditions set forth in this Agreement.

ARTICLE VII: GENERAL PROVISIONS

- 7.1 Independent Contractor. In the performance of all duties and obligations, Carle, School, and, are, at all times, independent contractors and not joint venturers, agents, partners or employers/employees of the other. Neither Party nor their respective faculty, staff, employees, Students or agents shall be or claim to be faculty, staff, employee, student or agent of the other. Each Party shall be responsible for payment on behalf of its employees any and all contributions and taxes imposed by local, state or federal law, including, but not limited to, taxes or contributions for social security, unemployment insurance, worker's compensation, old age retirement benefits, pensions and annuities, and agrees to provide indemnity for any such payment made by the other Party.
- 7.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
- 7.3 Assignment. Neither Party may assign this Agreement, or any portion of it, without prior written consent of the other Party.

- 7.4 Corporate Compliance. Carle has a corporate compliance plan, the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. Update this provision. School acknowledges Carle's commitment to corporate compliance and agrees the School, its Students and faculty, will conduct themselves in accord with applicable legal authority.
- 7.5 Warranty of Non-Exclusion. By execution of this Agreement, School represents and warrants to Carle that it and its Students and faculty participating in a Placement (collectively "School") has not (i) been excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program (as defined herein); (ii) been convicted of a criminal offense related to the provision of health care items or services; and (iii) arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from the participation in any Federal Health Care Program. School represents and warrants that it is not currently under investigation or otherwise aware of any circumstances that may result in School being excluded from participation in any Federal Health Care Program and that no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e(g), has occurred or is pending or threatened against School. For the purpose of this Paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. This shall be an ongoing representation and warranty throughout the Term of this Agreement. School shall immediately notify Carle of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Carle the right to terminate the Agreement immediately for cause.
- 7.6 Entire Agreement. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Carle and School shall neither be entitled to benefits other than those herein specifically enumerated.
- 7.7 Execution. This Agreement and any amendment hereto, may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.
- 7.8 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.
- 7.9 Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matter to be construed in interpreting this Agreement. The Parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all

Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

- 7.10 Marketing. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the Party whose name is to be used.
- 7.11 Notice. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

School:	Carle:
Illinois Eastern Community Colleges	THE CARLE FOUNDATION
District #529	Human Resources
Olney Central College	611 West Park Street
305 N. West St.	Urbana, IL 61801
Olney, IL 62450	Attn: Meghan Martz
Attn: Diana Rahman, RN, BSN, MSN	With a Copy To:
	Carle Richland Memorial Hospital
	800 E. Locust Street
	Olney, IL 62450
	Attn: Corporate Compliance, Accreditation & Risk Manager

- 7.12 Statement of Non-Discrimination. Both Parties are committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender identity, sexual preference, age, veteran status or mental/physical disability.
- 7.13 Severability. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the Parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
- 7.14 Successors and Assigns. This Agreement shall extend to and be binding upon representatives, successors and assigns of the Parties. This provision, however, shall not be construed to permit the assignment of this Agreement by either Party, except as may be permitted hereby.
- 7.15 Survival of Covenants. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.

7.16 Third Party Rights. Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.

7.17 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

IN WITNESS WHEREOF, the Parties, through their duly authorized officers, accept the above terms effective the day and year first above written.

The Carle Foundation

School

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Carle Entities Covered by this Agreement:

- The Carle Foundation Hospital
- Carle Health Care Incorporated d/b/a Carle Physician Group
- Hoopeston Community Memorial Hospital d/b/a Carle Hoopeston Regional Health Center
- Richland Memorial Hospital Inc. d/b/a Carle Richland Memorial Hospital

Specific programs Covered by this Agreement for Placement:

{i.e. degree programs for disciplines such as Associate RN, RN, Pharmacy, PA, OT/PT, etc.}

Phlebotomy Program

Agenda Item #9

Bid Committee Report

BID COMMITTEE REPORT

December 10, 2019

Frontier Community College

1. Design & Construction of New Exterior Electronic Sign

Wabash Valley College

1. (2) Equipment Contracts

TO: Board of Trustees

FROM: Bid Committee

DATE: December 10, 2019

RE: Design & Construction of New Exterior Electronic Sign

The following bid recommendation is based upon the lowest responsible bid, considering conformity with specifications, terms of delivery, quality and serviceability.

The Bid Committee recommends acceptance of the bid received from T. Ham Sign Inc. for a total of \$59,350.89.

Company	Total Bid
Double D Signs Teutopolis, IL	\$52,800
Martin Branding Group, Inc. River Forest, IL	\$98,000 – Mixed Facade \$100,350 – Brick Facade
T. Ham Sign, Inc. Mt. Vernon, IL	\$59,350.89

Respectfully submitted,

Ryan Hawkins
Marilyn Holt
Renee Smith

Department: Frontier Community College.

Source of Funds: 014-5510F-8700-806

Rationale for Purchase: The proposal received meets all specifications required.

The "Advertisement for Bids" was placed in the Olney Daily Mail for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

Specifications for FCC Design & Construction of New Exterior Electronic Sign

Illinois Eastern Community Colleges (Frontier Community College) is seeking bids for Design and Construction of New Exterior Electronic Sign to be installed on the east side of Spencer Drive near the entrance to the College. The design of the structure should include: college seal, college name, digital display, and a base panel. Design should incorporate existing architecture of the college campus.

1. College Seal: Should be no less than 4' diameter made of aluminum and acrylic; illuminated with LED lighting. This component should be at the very top of the structure.
2. College Name: Should be no less than 4' high, 12' long, 7" in depth, internally lit by LEDs with power supplies. Letters to be CNC routed with 3/4" push through acrylic with day/night black vinyl overlay. Text should read:

FRONTIER

COMMUNITY COLLEGE

AN ILLINOIS EASTERN COMMUNITY COLLEGE

3. Digital Display: Bid should include one (1) Watchfire electronic message board. Dimensions should be 5' 5" high, 10' 3" long; dual sided 16mm (or better) with full color LEDs. Included time/temp sensor and broadband lifetime data plan. Character height minimum is 4", with an ideal viewing distance of 50' or greater. Live video capability. On-demand diagnostics, still pictures and animated graphics, should also be included. This component will be located below the College Name.
4. Base Panel (ground level): Preferred dimensions to be 6' 0" high, approximately 10' wide. Base should be designed to support structure above and contain the phrase:

Home of the Bobcats

5. Warranty: At least 5 years, including all material, components and labor.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL. DELIVERED TO FRONTIER COMMUNITY COLLEGE, 2 FRONTIER DRIVE, FAIRFIELD, ILLINOIS 62837. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

TOTAL BID \$ _____

APPROX. DELIVERY DATE _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

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

TO: Board of Trustees

FROM: Bid Committee

DATE: December 10, 2019

RE: On Highway Engine & Off Highway Engine

The following bid recommendation is based upon the lowest responsible bid, considering conformity with specifications, terms of delivery, quality and serviceability.

The Bid Committee elected to reject the bid received from 9th Street Parts, LLC for the On Highway Engine. The Bid Committee recommends acceptance of the bid received from Fabick Power Systems for a total of \$83,676 for the Off Highway Engine, pending final approval by the United States Department of Commerce.

On Highway Engine	
Company	Total Bid
9 th Street Parts, LLC Mt. Carmel, IL	\$57,590

Off Highway Engine	
Company	Total Bid
9 th Street Parts, LLC Mt. Carmel, IL	\$79,950
Fabick Power Systems Green Bay, WI	\$83,676

Respectfully submitted,

Ryan Hawkins
Marilyn Holt
Renee Smith

Department: Wabash Valley College Diesel Equipment Technology.

Source of Funds: This bid is partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration for \$600,000. The equipment in this grant will be paid for 50% by the EDA and 50% by IECC.

Rationale for Purchase: The Off Highway Engine proposal from Fabick Power Systems received meets all specifications required.

The "Advertisement for Bids" was placed in the Olney Daily Mail for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

Specifications for On Highway Engine & Off Highway Engine

REQUEST FOR PROPOSAL

ILLINOIS EASTERN COMMUNITY COLLEGES

Recipient of U.S. Department of Commerce, Economic Development Administration Grant Award
06-79-06113.

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the Equipment shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL, 62450 until 10 a.m. local time, on Tuesday, December 3, 2019, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

METHOD OF BIDDING

Unit Costs Bids will be received for the following:

EQUIPMENT CONTRACT #1

EQUIPMENT CONTRACT #2

Bids shall be made separately for each equipment contract. Contractors may bid multiple equipment contracts.

PREPARATION OF BIDS

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

METHOD OF BID EVALUATION

Bids will be awarded to the lowest responsible bidder.

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

SHIPPING & HANDLING

All freight and delivery must be included in bid.

SPECIAL PROVISIONS

Buy America: To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance.

Federal Participation Disclosure: This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

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

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

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

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

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

Equipment Contract #1

ON HIGHWAY ENGINE SPECIFICATIONS

- 15L tier 4 final on-highway engine with 400-500 HP rating.
- In-line 6 cylinder with VGT.
- XPI fuel system.
- Engine braking.
- 1450-1850 ft-lbs of torque.
- 2017 EPA certification.
- 1800-2000 rpm governed speed with a 1000 ft-lbs clutch engagement torque.
- Single module aftertreatment device.

Turn Key training module fully assembled on a stand ready to run.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL. DELIVERED TO WABASH VALLEY COLLEGE, 2200 COLLEGE DRIVE, MT. CARMEL, ILLINOIS 62863. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

TOTAL BID \$ _____

APPROX. DELIVERY DATE _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

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

Equipment Contract #2

OFF HIGHWAY ENGINE SPECIFICATIONS

- 9.3L 335 HP (242 kW) “B” rating at customer selectable speeds from 1800-2200 RPM. Engine speed set at 2200 rpm from factory.
- REQUIRES: Industrial “B” rating INDUSTB and Compression Brake.
- These engines are certified to Non-Road EPA & CARB Tier 4F, EU Stage IV and Japan 2014 (Tier 4 Final).
- REQUIRES: Exclusive use of Ultra-Low Sulfur Diesel (ULSD).
- REQUIRES: Low ash oil meeting one of the following specs Cat: DEO-ULS, API CJ-4 or ACEA E9.
- Requires the use of Diesel Exhaust Fluid (DEF) meeting all the requirements defined in ISO 22241-1.

FACTORY INSTALLED CEM 12”

Factory packaged power unit provides CEM mounting, CEM coolant lines and lifting eye.

RADIATOR-STD HEAT LD

Installed.

Provides side by side radiator and aftercooler cores (bar and plate design), support members, shroud and fan guard and water lines. Also includes phosphate dosing bottles and accompanying literature.

FRONT FACING EXHAUST

Provides dry exhaust manifold and turbocharger.

TECHNICAL: 101.6 mm (4.0 in) OD hose connection compressor inlet, 76.2 mm (3.0 in) OD hose connection compressor outlet.

REQUIRES: Exhaust connection.

OCV FILTER AND BREATER 05

Installed.

Provides valve cover with standard breather and OCV (open crankcase ventilation) filter with oil drain line, breather hose and fumes disposal tube.

CANNOT BE USED WITH: Air shutoff AIRS014

CHARGING ALTERNATOR-24V 115AMP

WIRING GP-ALTERNATOR

CIRCUIT BREAKER-135 AMP-SL

BLOWER FAN-33.5" RAD CPI

Turn Key training module fully assembled on a stand ready to run.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL. DELIVERED TO WABASH VALLEY COLLEGE, 2200 COLLEGE DRIVE, MT. CARMEL, ILLINOIS 62863. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

TOTAL BID \$ _____

APPROX. DELIVERY DATE _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

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

Agenda Item #10

District Finance

- A. Financial Report**
- B. Approval of Financial Obligations**

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
November 30, 2019**

FUND	BALANCE
Educational	\$5,806,752.37
Operations & Maintenance	\$883,181.55
Operations & Maintenance (Restricted)	\$418,268.74
Bond & Interest	\$181,099.70
Auxiliary	\$2,558,641.10
Restricted Purposes	(\$376,559.74)
Working Cash	\$130,510.31
Trust & Agency	\$573,086.84
Audit	(\$10,071.81)
Liability, Protection & Settlement	\$623,368.85
	<hr/>
TOTAL ALL FUNDS	\$10,788,277.91
	<hr/> <hr/>

Respectfully submitted,

Ryan Hawkins, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Comparative Combined Balance Sheets - All Funds
November 30, 2019 & 2018

	ALL FUNDS	
	Fiscal Year 2020	Fiscal Year 2019
ASSETS:		
CASH	\$ 10,788,278	\$ 10,097,971
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	12,500
CDB PROJECT TRUST	151,920	75,467
INVESTMENTS	17,475,000	19,750,000
RECEIVABLES	3,244,689	2,980,240
INVENTORY	431,572	452,424
OTHER ASSETS	463,650	462,250
FIXED ASSETS (Net of Depr)	15,695,308	16,238,034
TOTAL ASSETS AND OTHER DEBITS:	\$ 48,286,217	\$ 50,090,186
 LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ 121,132	\$ 196,441
ACCOUNTS PAYABLE	409,264	422,901
DEFERRED REVENUE	76,112	78,656
L-T DEBT GROUP (FUND 9)	3,647,603	7,370,668
OPEB (Prior Year Restated for GASB 75 Implementation)	15,780,483	15,228,583
TOTAL LIABILITIES:	20,034,594	23,297,249
 FUND BALANCES:		
FUND BALANCE	23,214,885	24,664,618
INVESTMENT IN PLANT (Net of Depr)	15,695,308	16,238,034
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(19,428,086)	(22,599,251)
RESERVE FOR ENCUMBRANCES	8,769,516	8,489,536
TOTAL EQUITY AND OTHER CREDITS	28,251,623	26,792,937
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 48,286,217	\$ 50,090,186

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 For the Periods Ended November 30, 2019 & 2018

	FY 2020 YEAR-TO-DATE	FY 2019 YEAR-TO-DATE
REVENUES:		
LOCAL GOVT SOURCES	\$ 6,254,332	\$ 6,042,155
STATE GOVT SOURCES	3,648,102	3,859,770
STUDENT TUITION & FEES	10,600,205	10,802,205
SALES & SERVICE FEES	1,489,556	1,652,489
FACILITIES REVENUE	13,675	11,497
INVESTMENT REVENUE	143,330	104,431
OTHER REVENUES	42,842	847,516
TOTAL REVENUES:	<u>22,192,042</u>	<u>23,320,063</u>
EXPENDITURES:		
INSTRUCTION	4,295,699	4,784,338
ACADEMIC SUPPORT	196,569	205,501
STUDENT SERVICES	678,683	669,362
PUBLIC SERV/CONT ED	5,913	13,997
OPER & MAINT PLANT	1,333,272	1,231,932
INSTITUTIONAL SUPPORT	5,344,810	5,335,673
SCH/STUDENT GRNT/WAIVERS	4,006,605	3,583,726
AUXILIARY SERVICES	2,653,039	2,527,196
TOTAL EXPENDITURES:	<u>18,514,590</u>	<u>18,351,725</u>
TRANSFERS AMONG FUNDS:		
INTERFUND TRANSFERS	-	-
TOTAL TRANSFERS AMONG FUNDS:	<u>-</u>	<u>-</u>
NET INCREASE/DECREASE IN NET ASSETS	<u>\$ 3,677,452</u>	<u>\$ 4,968,338</u>

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2018-2020**

College	Category	FISCAL YEAR 2018			FISCAL YEAR 2019			FISCAL YEAR 2020			% of Year
		Anticipated Budget	Spent Thru November	% of Bdgt	Anticipated Budget	Spent Thru November	% of Bdgt	Anticipated Budget	Spent Thru November	% of Bdgt	
Frontier	Bills		\$ 307,412			\$ 293,432			\$ 309,540		
	Payroll		791,883			915,432			865,594		
	Waivers		527,698			626,694			598,586		
	Totals	\$ 4,189,416	1,626,993	39%	\$ 4,550,604	1,835,558	40%	\$ 4,370,599	1,773,720	41%	42%
Lincoln Trail	Bills		417,798			499,047			462,864		
	Payroll		796,465			910,438			869,814		
	Waivers		644,575			663,567			661,769		
	Totals	\$ 4,531,653	1,858,838	41%	\$ 4,788,234	2,073,052	43%	\$ 5,365,117	1,994,447	37%	42%
Olney Central	Bills		633,211			745,266			661,117		
	Payroll		1,540,351			1,711,569			1,761,606		
	Waivers		440,696			517,478			571,937		
	Totals	\$ 7,303,330	2,614,258	36%	\$ 7,449,755	2,974,313	40%	\$ 7,669,580	2,994,660	39%	42%
Wabash Valley	Bills		465,879			549,178			647,514		
	Payroll		1,032,429			1,187,680			1,184,464		
	Waivers		871,655			979,512			1,061,271		
	Totals	\$ 6,136,568	2,369,963	39%	\$ 6,236,897	2,716,370	44%	\$ 6,449,215	2,893,249	45%	42%
Workforce Educ.	Bills		103,858			106,618			98,163		
	Payroll		376,211			381,233			393,145		
	Waivers		1,064,670			1,127,966			966,194		
	Totals	\$ 4,869,942	1,544,739	32%	\$ 4,258,339	1,615,817	38%	\$ 4,396,670	1,457,502	33%	42%
District Office	Bills		116,437			137,069			131,530		
	Payroll		389,019			460,062			441,877		
	Waivers		-			-			-		
	Totals	\$ 1,614,463	505,456	31%	\$ 1,519,023	597,131	39%	\$ 1,551,484	573,407	37%	42%
District Wide	Bills		747,581			825,675			998,152		
	Payroll		304,028			358,097			372,208		
	Waivers		76,948			96,628			147,044		
	Totals	\$ 2,705,152	1,128,557	42%	\$ 2,883,536	1,280,400	44%	\$ 3,107,121	1,517,404	49%	42%
GRAND TOTALS		\$31,350,524	\$ 11,648,804	37%	\$ 31,686,388	\$13,092,641	41%	\$32,909,786	\$13,204,389	40%	42%

ILLINOIS EASTERN COMMUNITY COLLEGES

Operating Funds Expense Report

November 30, 2019

	FY 2020		FY 2019		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	\$ 5,888,706	44.60%	\$ 5,924,511	45.25%	\$ (35,805)	-0.604%
Employee Benefits	967,602	7.33%	1,048,014	8.00%	(80,412)	-7.673%
Contractual Services	661,642	5.01%	427,300	3.26%	234,342	54.842%
Materials	744,855	5.64%	813,356	6.21%	(68,501)	-8.422%
Travel & Staff Development	78,057	0.59%	83,112	0.63%	(5,055)	-6.082%
Fixed Charges	58,626	0.44%	104,899	0.80%	(46,273)	-44.112%
Utilities	437,165	3.31%	497,288	3.80%	(60,123)	-12.090%
Capital Outlay	313,471	2.37%	61,384	0.47%	252,087	410.672%
Other	4,054,265	30.70%	4,132,777	31.57%	(78,512)	-1.900%
	<u>\$ 13,204,389</u>	<u>100.00%</u>	<u>\$ 13,092,641</u>	<u>100.00%</u>	<u>\$ 111,748</u>	<u>0.854%</u>

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. Semi-Annual Review of Executive Session Minutes**

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: December 6, 2019
RE: Personnel Report

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

INDEX

- 400.1. Employment of Personnel**
- 400.2. Adjustment in Hourly Rate**
- 400.3. Special Assignment**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Jared Gullett, Health Careers Instructor, LTC, effective January 2, 2020, pending successful completion of background check.
2. Ronda Hockgeiger, Social Services Specialist Instructor, WVC, effective January 2, 2020.
3. Tina Lindley, Process Technology Instructor, LTC, effective January 2, 2020.

B. Classified

1. Tracy Chastain, Maintenance/Custodian, OCC, effective January 2, 2020.

400.2. Adjustment in Hourly Rate

A. Professional/Non-Faculty, Non-Exempt

1. Mark Smith, Building Manager, WRC, effective December 11, 2019.

400.3. Special Assignment – Frontier Community College

A. Other

1. Kent Staley, Interim O & M Team Leader, \$7,500 per fiscal year, effective November 18, 2019.

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	██████████							
Applied Arts Building Roof - WVC	CDB	\$295,000	██████████							
Power Hub - WVC	CDB	\$300,000	██████████							
GRAND TOTAL		\$13,094,700	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

11/30/2019