

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

October 20, 2015



Location:

**Wabash Valley College
2200 College Drive
Mt. Carmel, Illinois 62863**

**Dinner – 6:00 p.m. – Cafeteria
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**

October 20, 2015

7:00 p.m.

**Wabash Valley College
Cafeteria**

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
6. Policy First Reading (and Possible Approval) Bruce
 - A. 100.12 Americans with Disabilities Act
 - B. 100.17 Policy on Sexual Harassment
 - C. 100.24 Campus Emergency Plans
 - D. 100.28 Concealed Firearms Policy
 - E. 100.30 Emergency Succession
 - F. 500.12 Student Optional Disclosure of Private Mental Health Information
 - G. 500.29 Policy to Protect Academic Standing of Dual Credit Students
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. Final Property Tax Agreement with Marathon 2015-2018 Bruce
 - B. Intergovernmental Agreement Concerning the Robinson Refinery Property Tax Assessment Settlement Bruce
 - C. City of Flora and Villages of Clay City, Louisville, and Xenia Enterprise Zone..... Bruce
 - D. Employee Background Check Vendor Bruce
 - E. Childcare Agreement with Wabash General Hospital Bruce
 - F. Employee Health and Dental Insurance Renewal Browning
 - G. Health Savings Accounts, Calendar Year 2016..... Browning
 - H. Annual Financial Report..... Browning

- I. Resolution of Intent to Levy an Additional Tax Pursuant to Article 3 of the Public Community College Act of the State of Illinois, as amended.Browning
- J. 2015 Estimated Tax Levy Resolution.....Browning
- K. Resolution Establishing Tax Levy Hearing.....Browning
- L. Affiliation Agreements Bruce
 - North Wayne Ambulance – Emergency Response
 - Wayne County Ambulance – Emergency Response
 - Christopher Rural Health Planning Corporation – Health Informatics
 - Office of Dr. David Link – Health Informatics
 - Good Samaritan Hospital – Medical Office Assistant
 - Christopher Rural Health Planning Corporation – Phlebotomy
 - Crawford Memorial Hospital – Phlebotomy
 - Lawrence County Hospital – Phlebotomy
 - Paris Community Hospital – Phlebotomy
 - Richland Memorial Hospital – Phlebotomy
 - Weber Medical Clinic - Phlebotomy

- 9. Bid Committee Report..... Bruce
 - A. None

- 10. District Finance
 - A. Financial ReportBrowning
 - B. Approval of Financial ObligationsBrowning

- 11. Chief Executive Officer’s Report..... Bruce

- 12. Executive Session..... Bruce

- 13. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes..... Bruce
 - B. Audio Executive Session Minutes Bruce

- 14. Approval of Personnel Report Bruce

- 15. Collective Bargaining..... Bruce

- 16. Litigation Bruce

- 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 the Banquet Room, at Olney Central College, 305 North West Street, Olney, Illinois, Tuesday, September 15, 2015.

AGENDA #1 – “Call to Order & Roll Call” – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed the Secretary 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:

John D. Brooks, Gary Carter, Brenda K. Culver, G. Andrew Fischer, Alan Henager, Marilyn J. Wolfe. Also present was Drew Halter, student trustee. Trustees absent: Michael K. Correll. 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:

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

Jay Edgren, President of Frontier Community College

Matt Fowler, President of Wabash Valley College.

Kathy Harris, Interim President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Roger Browning, Chief Finance Officer/Treasurer.

Tara Buerster, Director of Human Resources.

Chris Cantwell, Dean, Academic & Student Support Services/Chief Academic Officer.

Alex Cline, Director of Information & Communications Technology.

LeAnn Hartleroad, Associate Dean, Institutional Development.

Renee Smith, Executive Assistant to CEO/Secretary to the Board.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, August 18, 2015 were presented for disposition.

Board Action to Approve Minutes: Trustee Al Henager made a motion to approve minutes of the August 18, 2015 meeting as prepared. Trustee Brenda Culver 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.

AGENDA #3 – “Budget Hearing” – The Chairman announced that the next agenda item for the Board of Trustees is a public hearing to receive comments on the fiscal year 2013 budget. The

Chair asked for a motion that the Board recess its regular meeting and reconvene immediately following the budget hearing. Trustee Brenda Culver made a motion that the Board recess its regular meeting and reconvene immediately following the budget hearing. Trustee Gary Carter 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.

A. Motion to Convene Budget 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 budget hearing on this 15th day of September, 2015. The purpose of the budget hearing is to receive public comments on the FY2013 Budget of the District.” Trustee Gary Carter 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.

B. Hearing on FY2016 Budget: The Chairman declared that the Board is now in a hearing on the FY2016 budget and directed the Secretary to call the roll for Board attendance. The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present: John D. Brooks, Gary Carter, Brenda K. Culver, G. Andrew Fischer, Al Henager, Marilyn J. Wolfe. Also present was Drew Halter, student trustee. Trustees absent: Michael K. Correll. The Chair declared that a quorum was present and the budget hearing was open.

C. Public Oral Testimony: The Chairman asked if any member of the public wished to provide oral testimony on the FY2016 budget. There was no oral testimony presented.

D. Public Written Testimony: The Chairman asked if any member of the public wished to provide written testimony on the FY2016 budget. There was no written testimony presented.

E. 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 FY2016 community college district budget and asked for a motion to adjourn the hearing. Trustee Gary Carter made a motion that the public hearing be adjourned. Student Trustee Drew Halter seconded the motion and on a roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried and that the budget hearing was adjourned and the Board of Trustees was now in open, public session for the transaction of business, a quorum being present.

AGENDA #4 – “Recognition of Visitors & Guests” –

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

#4-B. IECEA Representative: None.

AGENDA #5 – “Public Comment” – None

AGENDA #6 – “Reports” –

#6-A. Report from Trustees: None.

#6-B. Report from Presidents: Written reports were presented from each of the colleges.

#6-C. Report from Cabinet: None.

AGENDA #7 – “Policy First Readings (and Possible Approval)” – As suggested by the HLC Peer Review Team, the administration has started a formal review of the Policy manual. The administration has begun by reviewing Board Policy section 100: Board of Trustees.

- 100.1 Adopting or Changing Policies
- 100.2 Legal Basis
- 100.3 Meetings and Minutes
- 100.4 Student Board Member
- 100.7 Prevailing Wage Law
- 100.8 EEO/Affirmative Action Policy
- 100.11 Bloodborne Pathogens Policy
- 100.14 Board of Trustees Mailing
- 100.16 Policy to Address a Complaint

The following revisions were recommended as presented.

BOARD OF TRUSTEES - 100

Adopting or Changing Policies (100.1)

Date Adopted: August 13, 1996

Revised: September 15, 2015 (pending Cabinet and Board of Trustees approval)

Board Policy may be adopted, changed, altered, or amended at any duly convened public meeting of the Board of Trustees by a ~~two-thirds~~ majority vote of all the members of the Board.

Legal Basis (100.2)

Date Adopted: December 19, 1989

Revised: September 15, 2015 (pending Cabinet and Board of Trustees approval)

- A. The role of the Board of Trustees of Illinois Eastern Community Colleges, Community College District No. 529, is defined in ILCS 110 Articles 103-6 and 103-7 of Article III of House Bill 1710, the Illinois Public Community College Act, signed into law July 15, 1965, as amended.
- B. Illinois Eastern Community Colleges, District No. 529, is a ~~Class I~~ Community College District, serving all or parts of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois.

- C. The Board of Trustees works in cooperation with the Illinois Community College Board and the Illinois Board of Higher Education.
- D. The Board of Trustees shall serve as a policy-making body, and require that the Chief Executive Officer be responsible for the administration of the District Office and the colleges within the District.
- E. The Chief Executive Officer shall serve as Executive Officer of the Board of Trustees.
- F. Members of the Board of Trustees shall be elected in compliance with ILCS 110 Articles 103-6 and 103-7 of the Illinois Public Community College Act.

Meetings and Minutes (100.3)

Date Adopted: December 19, 1989

Revised: September 20, 2011

Revised February 21, 2012

Revised: September 15, 2015 (pending Cabinet and Board of Trustees approval)

- A. The Board of Trustees shall operate in compliance with the Open Meetings Act, ILCS (Ill. Rev. Statutes, Chapter 102, Par. 41, et seq.).
- B. Meetings of the Board of Trustees shall be open to the public, except for purposes listed in the Illinois Open Meetings Act as proper for discussion in closed meetings. . Each public meeting agenda shall contain an agenda item for “Public Comment”. Members of the public may address the Board at that point in the agenda in regard to any item on the agenda, subject to such reasonable restrictions as shall be imposed by the Board at that meeting to ensure the orderly conduct of business. The Board reserves the right to limit individual participation to 5 minutes to permit the presentation of all pertinent points of view and information bearing upon a matter before the Board. By allowing “Public Comment”, the Board does not obligate itself to receive or act upon new items introduced or discussed at a Board meeting which are not on the agenda.
- C. Minutes shall be kept of all meetings, open or closed, to include date, time and place of the meeting, members of the Board and others present, and a general description of matters discussed.
- D. The Secretary of the Board of Trustees shall be custodian of all minutes of the Board.
- E. Minutes of closed meetings shall be kept confidential if any two Board members state that it is necessary to protect the public interest or the privacy of an individual.
- F. Approval of minutes of closed meetings shall require the affirmative vote of at least four members.
- G. Minutes of closed meetings shall not be made public unless the motion for approval so states, except as otherwise provided by law or policy.
- H. Minutes of closed meetings shall be reviewed at least semi-annually to determine the need for such minutes to remain confidential.
- I. In the event the Board agrees to conduct a board meeting utilizing video conference, telephone or other electronic means of communication, a quorum of members of the board must be physically

present in order for other members to participate in a board meeting electronically. Therefore, four members of the board will be required to be physically present to establish a quorum to conduct a board meeting utilizing video conference, telephone, or other electronic means of communication. Thereafter, up to three members of the board will be permitted to connect to a board meeting using electronic means of communication.

- J. ~~Board members who are members on January 1, 2012 must complete the electronic training curriculum developed by the Illinois Attorney General's Public Access Counselor by January 1, 2013.~~ Any Board member sworn in after January 1, 2012 must complete the training no later than the 90th day after being sworn into office. The failure of one or more members to complete the training required does not affect the validity of any action taken by the Board. Each Board member who successfully completes the electronic training shall file a copy of the Certificate of Completion with the Secretary to the Board of Trustees.

Student Board Member (100.4)

Date Adopted: December 19, 1989

Revised: September 15, 2015 (pending Cabinet and Board of Trustees approval)

- A. A student member of the Board of Trustees shall be elected by students of the appropriate college in the following rotation: Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College, in accordance with Article 103-7.24 of the Public Community College Act ILCS 110. The student trustee will serve a term of one year, taking office at the April regular meeting.
- B. 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.
- C. ~~As summarized by an Attorney General's opinion, issued in 1974, t~~The student trustee has the right to attend closed meetings, to make and second motions, and to be reimbursed for actual and necessary expenses while engaged in Board business.
- D. The student trustee should subscribe to an oath of office, ~~but is not required~~ and the Board requires the Student Trustee to file a Statement of Economic Interests under the Illinois Governmental Ethics Act.

Prevailing Wage Law (100.7)

Date Adopted: December 19, 1989

Revised: September 15, 2015 (pending Cabinet and Board of Trustees approval)

In accordance with the Prevailing Wage Law, ILCS Section 39s-9, the Board of Trustees, ~~during the month of June of each calendar year,~~ shall annually investigate and ascertain the prevailing rate of wages as defined in the law and publicly post or keep available for public inspection said determination. After passing an ordinance or resolution establishing said prevailing wage rates, the Secretary shall promptly file a certified copy with the Secretary of State and the Illinois Department of Labor. Within 30 days after filing with the Secretary of State, notice of its determination must be published in a newspaper of general circulation within the District.

EEO/Affirmative Action Policy (100.8)

Date Adopted: December 19, 1989

Revised: September 15, 2015 (pending Cabinet and Board of Trustees approval)

All Offices, Divisions, Colleges and other units of Illinois Eastern Community Colleges District No. 529 operate pursuant to all applicable laws relating to equal educational opportunity and affirmative action, including but not limited to Executive Orders 11246 and 11375 as amended, Title VII of the Civil Rights Act, the Human Rights Act of 1977, Section 503 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Readjustment Act of 1974.

Illinois Eastern Community Colleges District No. 529 does not discriminate against any employee or any applicant for employment because of race, ~~religion~~, color, sex, sexual orientation, age, marital status, religious affiliation, veteran status, national origin, disability, or any other protected category. ~~national origin, gender, age, handicap, or veteran status.~~

This District does not discriminate in any of its educational programs and offerings, or in any of the activities offered or operated by the Community College District and its Colleges.

This policy applies to all conditions of employment, including but not limited to hiring, placement, promotion, transfer, demotion, selection, recruitment, employment, advertising, layoff and termination, and compensation.

Bloodborne Pathogens (100.11)

Date Adopted: September 21, 1993

Revised: September 15, 2015 (pending Cabinet and Board of Trustees approval)

Illinois Eastern Community Colleges adopts the federal OSHA Bloodborne Pathogens Standard, 29 CFR 1910.1030 and any additions thereto. The District Administration will publish procedures so as to prevent or minimize the occupational exposure of employees to bloodborne pathogens or other potentially infectious materials.

Board of Trustees Mailing List (100.14)

Date Adopted: December 19, 1989

Revised: September 15, 2015 (pending Cabinet and Board of Trustees approval)

Pursuant to the Illinois Public Community College Act, ILCS Paragraph 103-22.3, the Board of Trustees shall establish and maintain a mailing list of names and addresses of persons who each year request inclusion thereon, and to mail to those persons copies of board agenda, budgets or audits as requested within 7 working days after copies of such become available, and to mail to those persons who so request within 7 working days after each subsequent Board meeting a copy of the previous meeting minutes as approved.

Annual subscription fees approximating the costs of assembling, reproducing and mailing the materials may be charged to the subscribers at the beginning of the subscription period.

Policy to Address a Complaint (100.16)

Date Adopted: November 17, 1998

Revised and combined with Policy 500.12: October 20, 2009

Revised: September 15, 2015 (pending Cabinet and Board of Trustees approval)

This policy applies to all employees, faculty, and students of Illinois Eastern Community Colleges District 529 except for sexual harassment complaints, student readmission petitions, and grievances under the faculty collective bargaining contract. The purpose is to provide for the prompt and equitable resolution of complaints.

Employees, faculty, and students are entitled to due process and have the right to their own legal counsel at any time they are being questioned by the administration or Board of Trustees. They shall have the right to appeal a decision made by a supervisor or administrative officer to the next higher authority and through appropriate successive steps to the Chair of the Board of Trustees or his/her designee. Participants in this process shall not be subjected to reprisals or retaliation because of ~~such~~ participation in the complaint process.

Days are defined as days in which the district office and the colleges are normally open to conduct business. The time limits prescribed for each step shall be adhered to unless there has been mutual agreement between the complainant and the administrator to extend the time limits. Failure by the administration at any step of the process to communicate the decision on a complaint within the specified time limit shall permit the complainant to proceed to the next step. Failure on the part of the complainant to appeal the decision to the next step within the specified time limits shall be deemed to be an abandonment of the complaint.

Employees and faculty shall follow the steps defined below for complaints other than sexual harassment complaints and grievances under the faculty collective bargaining contract.

- Step 1: Within ten days of the incident causing the complaint, the complainant shall attempt to resolve the matter informally. The complainant should meet with his/her immediate supervisor. If the matter is not resolved within ten days from the date of the meeting, the complainant may file a formal written complaint.
- Step 2: Within five days from the expiration of days under Step 1, the complainant shall file a formal written complaint. The complainant shall file his/her complaint with the college President. If the complaint is against the administrative officer defined in any Step, the complainant shall advance to the next Step. Employees reporting directly to the Chief Executive Officer shall advance to Step 3; employees reporting directly to the Board of Trustees shall advance to Step 4. A written response shall be provided within five days of receipt of the complaint. If the matter is not resolved, then Step 3 shall apply.
- Step 3: Within five days of receipt of the response under Step 2, the complainant shall file his/her appeal with the Chief Executive Officer. A written response shall be provided within five days of receipt of the appeal. If the matter is not resolved, then Step 4 shall apply.
- Step 4: Within five days of receipt of the response under Step 3, the complainant shall file his/her appeal with the Chair of the Board of Trustees, or his/her designee. The Chair, or his/her designee in consultation with members of the Board of Trustees, shall provide a written response within five working days of receipt of the complaint or appeal. The Chair or his/her

designee of the Board of Trustees is the final appeal authority within Illinois Eastern Community Colleges.

Students shall follow the steps defined below for complaints other than sexual harassment complaints and readmission petitions. These complaints include, but are not limited to, academic, grading, and institutional decisions which directly affect a student. Readmission petitions are governed by procedures detailed in the section on readmission in the college catalog.

- Step 1: Within ten days of the incident causing the complaint, the complainant shall attempt to resolve the matter informally. The complainant should meet with his/her instructor or service provider. If the matter is not resolved within ten days from the date of the meeting, the complainant may file a formal written complaint.
- Step 2: Within five days from the expiration of days under Step 1, the complainant shall file a formal written complaint. The complainant shall file his/her complaint with the Dean of the College/Instruction. If the complaint is against the administrative officer defined in any Step, the complainant shall advance to the next Step. A written response shall be provided within five days of receipt of the complaint. If the matter is not resolved, then Step 3 shall apply.
- Step 3: Within five days of receipt of the response under Step 2, the complainant shall file an appeal with the President. The President shall appoint an Appeal Committee composed of two students, two faculty members, and one administrator. The Committee's recommendation will be forwarded to the President within ten days. The President will render a written decision concerning the appeal within five days from receiving the Committee's recommendation. If the matter is not resolved, then Step 4 shall apply.
- Step 4: Within five days of receipt of the response under Step 3, the complainant may file an appeal with the Chief Executive Officer. A written response will be provided within five days of receipt of the appeal. If the matter is not resolved, then Step 5 shall apply.
- Step 5: Within five days of receipt of the response under Step 4, the complainant may file an appeal with the Chair of the Board of Trustees or his/her designee. The Chair, or his/her designee in consultation with members of the Board of Trustees, shall provide a written response within five days of receipt of the appeal. The Chair or his/her designee of the Board of Trustees is the final appeal authority within Illinois Eastern Community Colleges.

Board Action: Trustee Brenda Culver made a motion to waive second reading and approve the foregoing revisions to the policies. 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, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #8 – “Policy Second Readings” – None.

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

#9-A. IECC 2015 Fact Book - Chris Cantwell reviewed the IECC 2015 Fact Book containing basic information about the community college district. The book was developed as

an annual compilation of data about IECC and gathers information from various sources into one central document regarding students, enrollment history, degrees and certificates granted, financial aid received and distributed, and the district's annual budgets and operation. The time period covered, in most cases, is FY15 which is from July 1, 2014 to June 30, 2015. The CEO recommended approval of the IECC 2013 Fact Book.

Board Action: Trustee Brenda Culver made a motion to approve the IECC 2015 Fact Book as recommended. Student Trustee Drew Halter 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, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-B. Articulation Agreement with SIU-C Psychology Program – Ms. Cantwell reviewed the following articulation agreement between Illinois Eastern Community Colleges and Southern Illinois University at Carbondale:

Program Articulation Agreement between IECC and Southern Illinois University-Carbondale will allow IECC Associate in Science and Arts graduates in Psychology who meet SIUC admission requirements to be considered, based on space availability and the Departments enrollment criteria, for admission into SIUC's Bachelor of Arts (B.A.) degree in Psychology in the College of Liberal Arts.

The agreement shall be in effect as of the date upon approval of both parties, and shall automatically renew until either party terminates this agreement by sending written notification of such termination to the other party no less than 90 days prior to the end of the semester in effect at the time.

The CEO recommended approval of the Articulation Agreement with SIU-Carbondale as outlined.

Board Action: Trustee Gary Carter made a motion to approve the Articulation Agreement between IECC and SIU-C 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, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-C. FY2016 Budget – Mr. Browning reviewed the community college district budget for fiscal year 2016. The CEO recommended adoption of the following resolution approving the FY2016 budget. There are no significant changes from the tentative budget which was approved by the Board on August 18, 2015.

Budget of Illinois Eastern Community Colleges, Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, for the Fiscal Year beginning July 1, 2015 and ending June 30, 2016.

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community Colleges District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the budget for said community college district for the 2016 fiscal year:

1. Date of Fiscal Year: July 1, 2015 – June 30, 2016.
2. Publication of Notice of Public Hearing on Budget: On or before August 7, 2015.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 7, 2015.
4. Mailing Tentative Budget to Board of Trustees: August 7, 2015.
5. Public Hearing on Budget: September 15, 2015, at the hour of 7:00 p.m. local time, Olney Central College, 305 North West Street, Olney, IL 62450.
6. Adoption of Budget: September 15, 2015, following the Public Hearing.

**FISCAL YEAR 2016 BUDGET
SUMMARY STATEMENT OF OPERATING FUNDS
REVENUES AND EXPENDITURES**

| | |
|-------------------------------|--------------|
| EDUCATION FUND | |
| Revenue | \$29,490,804 |
| Expense | (29,020,907) |
| Transfer – Out | (1,474,897) |
| Excess (Deficiency) | (1,005,000) |
| Transfer – In | 65,000 |
| Reserve for Contingencies | 0 |
| Cash Balance – Beg. of Year | 4,285,982 |
| Cash Balance – End of Year | 3,345,982 |
| | |
| OPERATIONS & MAINTENANCE FUND | |
| Revenue | \$3,179,706 |
| Expense | (3,179,706) |
| Transfer – Out | 0 |
| Excess (Deficiency) | 0 |
| Transfer – In | 0 |
| Reserve for Contingencies | 0 |
| Cash Balance – Beg. of Year | 1,651,318 |
| Cash Balance – End of Year | 1,651,318 |
| | |
| TOTAL OPERATING FUNDS | |
| Revenue | \$32,670,510 |
| Expense | (32,200,613) |
| Transfer – Out | (1,474,897) |
| Excess (Deficiency) | (1,005,000) |
| Transfer – In | 65,000 |
| Reserve for Contingencies | 0 |
| Cash Balance – Beg. of Year | 5,937,300 |
| Cash Balance – End of Year | 4,997,300 |

**FISCAL YEAR 2016 BUDGET
SUMMARY STATEMENT OF SPECIAL FUNDS
REVENUES AND EXPENDITURES**

| | |
|--|-------------|
| OPERATIONS & MAINTENANCE | |
| FUND RESTRICTED | |
| Revenue | \$0 |
| Expense | (3,681,712) |
| Excess (Deficiency) | (3,681,712) |
| Reserve for Contingencies | 0 |
| Cash Balance – Beg. of Year | 3,942,924 |
| Cash Balance – End of Year | 261,212 |
| | |
| BOND AND INTEREST FUND | |
| Revenue | \$2,070,261 |
| Expense | (2,070,261) |
| Excess (Deficiency) | 0 |
| Reserve for Contingencies | 0 |
| Cash Balance – Beg. of Year | 180,458 |
| Cash Balance – End of Year | 180,458 |
| | |
| AUXILIARY FUND | |
| Revenue | \$3,501,584 |
| Expense | (4,902,481) |
| Transfer – Out | (35,000) |
| Excess (Deficiency) | (1,435,897) |
| Transfer – In | 1,474,897 |
| Reserve for Contingencies | 0 |
| Cash Balance – Beg. of Year | 256,629 |
| Cash Balance – End of Year | 295,629 |
| | |
| WORKING CASH FUND | |
| Revenue | \$30,000 |
| Expense | 0 |
| Excess (Deficiency) | 30,000 |
| Reserve for Contingencies | 0 |
| Transfer – Out | (30,000) |
| Cash Balance – Beg. of Year | 185,871 |
| Cash Balance – End of Year | 185,871 |
| | |
| AUDIT FUND | |
| Revenue | \$80,000 |
| Expense | (69,052) |
| Excess (Deficiency) | 10,948 |
| Reserve for Contingencies | 0 |
| Cash Balance – Beg. of Year | 0 |
| Cash Balance – End of Year | 10,948 |
| | |
| LIABILITY & PROTECTION FUND | |
| Revenue | \$655,000 |
| Expense | (791,792) |
| Excess (Deficiency) | (136,792) |
| Reserve for Contingencies | 0 |
| Cash Balance – Beg. of Year | 524,451 |
| Cash Balance – End of Year | 387,659 |

Board Action: Trustee John Brooks made a motion to adopt the budget for Illinois Eastern Community Colleges District No. 529 for the fiscal year beginning July 1, 2015 as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-D – “FY2015 Audit” – Mr. Browning reviewed the annual financial audit for fiscal year 2015, with comments by Mr. Carter and Mr. Williams, members of the Audit Committee. The CEO recommended adoption of the following resolution to accept the audit and authorize the staff to forward the audit to the Illinois Community College Board.

WHEREAS, 110 ILCS 805/3-22.1 of the Illinois Public Community College Act requires the conduct of an annual audit for Illinois Eastern Community College District 529,

WHEREAS, it is required that the Board of Trustees review and accept the annual audit.

WHEREAS, it is required that the audit be submitted to the Illinois Community College Board,

THEREFORE, SO BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community College District #529, accepts and approves the annual audit of the district as submitted by CliftonLarsonAllen LLP.

FURTHER, BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community Colleges District 529 authorizes the Chief Executive Officer to submit the audit to the Illinois Community College Board.

Board Action: Trustee John Brooks made a motion to adopt the foregoing resolution to approve the FY2015 annual financial audit as recommended. Trustee Carter seconded the motion and on a recorded roll call the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-E - “Level 2 Employee Health Insurance” – As the District implements the IRS reporting requirements of the Affordable Care Act, the District’s Level 2 cost for health insurance must meet the “affordability” standard. It is recommended that the Level 2 employee premium contribution for single coverage be set at 9% of gross pay. Employees who qualify for Level 2 coverage would only be able to elect coverage under the District Qualified High Deductible Health Plan. If the employee elects dependent coverage, the employee would continue to pay 100% of any such dependent coverage elected. The CEO recommended approval of the change in Level 2 Employee Health Insurance premiums to adhere to the requirements of the Affordable Care Act.

Board Action: Trustee Gary Carter made a motion to approve a reduction in the Level 2 employee insurance premium in order to meet the “affordability” standard. Trustee John Brooks seconded the motion and on a recorded roll call the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-F – “Sale of Lot at Frontier” – CEO Bruce proposed that the District sell 1.16 acres to the Frontier Community College Foundation. The property is described as 30 feet of even width off of the West side of Lot Number 22 and all of Lot Number 23 except 260 feet of even width off of the West side of said Lot Number 23 all in Fairfield Industrial Park, as per plat filed of record in Plat Book Record “B”, at page 112, in the office of the Recorder of Wayne County, Illinois. The property has been properly appraised and the appraiser indicated that the 1.16 acres would have a Fair Market Value of \$5,800.00 (\$5,000.00 per acre). The CEO recommended approval of the sale of the afore described lot, consisting of 1.16 acres to the Frontier Community College Foundation for a total Fair Market Value of \$5,800.00.

Board Action: Trustee Gary Carter made a motion to sell 1.16 acres of property to the Frontier Community College Foundation for a total Fair Market Value of \$5,800.00 as recommended. Student Trustee Drew Halter 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, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-G – “Enterprise Zone for City of Flora” – The City of Flora has requested that IECC approve the proposed City of Flora Enterprise Zone as it currently exists, and approve a Property Tax Abatement to Industrial Properties located within the Enterprise Zone Boundaries. The City of Flora is requesting that the College District provide a 50% Property Tax Abatement to all new construction, expansion and/or rehabilitation of Industrial Projects for 10 years following the property improvement. These abatements would not extend beyond the life of the Enterprise Zone. The CEO recommended approval of the City of Flora Enterprise Zone.

**RESOLUTION TO AUTHORIZE PROPERTY TAX ABATEMENT
FOR INDUSTRIAL PROPERTY IMPROVEMENTS
IN THE CITY OF FLORA ENTERPRISE ZONE**

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity will be asked to designate an area of the City of Flora as an Enterprise Zone under the provisions of the Illinois Enterprise Zone Act (Ch. 67 ½, Illinois Revised Statutes, Par. 601 et. seq.) effective for a fifteen (15) year period upon approval and designation of the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, upon the abovementioned approval and certification, the City of Flora’s designating Ordinance No.15-2714 will provide for property tax abatements on commercial, industrial and residential property attributable to new construction, expansion or rehabilitation of existing construction within such parcels comprising said Enterprise Zone if a taxing district has ordered an abatement of said taxes; and

WHEREAS, said property tax abatement is established as an incentive to stimulate commercial and industrial construction, expansion and/or rehabilitation in order to create and/or retain jobs within the private sector of the local economy; and

WHEREAS, said property tax abatement is established as an incentive to promote residential construction, expansion and/or rehabilitation in order to encourage the stabilization, revitalization and elimination of blighting influences within residential neighborhoods of the City of Flora; and

WHEREAS, this public taxing District finds that the Enterprise Zone designation will serve the interest of all local taxing authorities and the entire community by stimulating economic revitalization.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT # 529, CLARK COUNTY, CLAY COUNTY, CRAWFORD COUNTY, CUMBERLAND COUNTY, EDWARDS COUNTY, HAMILTON COUNTY, JASPER COUNTY, LAWRENCE COUNTY, RICHLAND COUNTY, WABASH COUNTY, WAYNE COUNTY AND WHITE COUNTY, ILLINOIS as follows:

Section I. That the College District hereby agrees to a partial abatement of for five (5) years, pursuant to Section 643 (e) of the Revenue Act of 1939, as amended, that a portion of their taxes on industrial real property (real estate) located in the City of Flora proposed Enterprise Zone resulting from an increase in assessed valuation which is attributable to physical improvements on the property.

Section II. The College District will agree to take the necessary steps to direct the Clay County Clerk to abate 50 percent of that portion of the property (real estate) tax due to Illinois Eastern Community College District # 529 which is attributable to new construction, expansion and/or rehabilitation of existing construction on any industrial properties located within the boundaries of the aforesaid contemplated Enterprise Zone. Any eligible industrial property which has had new construction, expansion or rehabilitation completed after January 1, 2017, and before January 1, 2032, assuming said Enterprise Zone is approved and designated by the State of Illinois and the Department of Commerce and Economic Opportunity, shall then be eligible for a tax abatement.

Section III. Two certified copies of this Resolution and a letter endorsing the Enterprise Zone application assuring reviewing authorities of the intent of this public taxing District to participate in the efforts designed to stimulate economic revitalization shall be submitted to the City of Flora to accompany the Enterprise Zone Designation application to establish the local Enterprise Zone above referenced per the aforesaid Illinois Enterprise Zone Act.

PASSED THIS DAY THE ____ OF ____, 2015, A.D.

Board Action: Trustee Brenda Culver made a motion to approve the current City of Flora Enterprise Zone as described and provide a 50% tax abatement to all new construction, expansion and/or rehabilitation of Industrial Projects for 10 years following the property improvement. These abatements shall not extend beyond the life of the Enterprise Zone. Trustee Marilyn Wolfe 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, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-H. Expansion of Enterprise Zone for City of Robinson: The City of Robinson has requested approval of an expansion of the existing City of Robinson Enterprise Zone. The expansion would include Flying S, Inc., an aeronautical design company. Flying S has proposed to construct an additional 40,000 square foot building at the current facility. This Enterprise Zone expansion abates the District's taxes on the new proposed facility for a period of five years. The tax abatement only applies to the newly constructed project, not on any property currently

being assessed. The CEO recommended approval of the City of Robinson Enterprise Zone Expansion.

TAX ABATEMENT RESOLUTION

The Board of Trustees of ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT 529 does hereby adopt this Resolution as follows:

The County Clerk of Crawford County, Illinois, is hereby directed to abate ad valorem taxes imposed upon real property located within the Robinson Enterprise Zone as the result of an Enterprise Zone Expansion Ordinance adopted by the City Council of the City of Robinson, Crawford County, Illinois on September 15, 2015 as Ordinance Number 2015-O-____, upon which new improvements shall be renovated or rehabilitated, subject to the following conditions:

- a) No abatement shall be applicable to any such improvement project located within the boundaries of a Tax Increment Redevelopment Project District;
- b) Any abatement of taxes on any parcel shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements in such parcel;
- c) Such abatement shall be allowed only for non-residential, commercial and industrial property located within the zone area;
- d) Such abatement of taxes on any parcel shall be for, and only for, the taxes attributable to an increased assessed valuation of the parcel for the taxing period immediately preceding the issuance of a building permit for the qualified construction and renovation or rehabilitation;
- e) Such abatement shall be at the rate of 100 percent of the taxes for a period of five years, beginning with the first year in which the improvements are fully assessed. Such is limited to the term of the Robinson Enterprise Zone.

Board Action: Trustee Al Henager made a motion to approve the expansion of the existing City of Robinson Enterprise Zone as outlined above. 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, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

9-I. “Affiliation Agreement with Edwards County Health Department” – The CEO recommended approval of an affiliation agreement with Edwards County Health Department for Frontier Community College’s Emergency Response Training Program.

Board Action: Trustee Gary Carter made a motion to approve the affiliation agreement with Edwards County Health Department as recommended. Student Trustee Drew Halter 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, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll. The motion having received 6 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 August 31, 2015.

#11-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for September 2015, totaling \$2,786,349.57, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Marilyn Wolfe made a motion to approve payment of district financial obligations for September 2015, in the amounts listed, and payments from the revolving fund for August 2015. 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, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #12 – “Chief Executive Officer’s Report” – Mr. Bruce presented information reports relative to the following topics:

Constitution Day – September 17, 2015
IECC 2015 Completer Report
EIU Transfer Numbers for Nursing
Enrollment

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

AGENDA #14 - “Approval of Executive Session Minutes” - The following actions were taken relative to executive session minutes.

#14-A. Written Executive Session Minutes: No executive session was held at the regular meeting, August 18, 2015.

#14-B. Audio Executive Session Minutes: No executive session was held at the regular meeting, August 18, 2015.

AGENDA #15 – “Approval of Personnel Report” – The CEO recommended approval of the following Personnel Report.

400.1 Approval of Proposed Non-College Employment

A. Faculty

| <u>Name</u> | <u>Employer</u> | <u>Hours per Calendar Year</u> |
|----------------|----------------------------|--------------------------------|
| Heather Ackman | DaVita Healthcare Partners | 192 |
| Jacy Ghast | Richland Memorial Hospital | 288 |

| | | |
|------------------|-------------------------|-----|
| Judith Hudson | The Women's Hospital | 160 |
| Rebecca McElhose | Good Samaritan Hospital | 240 |

400.2. Memorandum of Agreement with IECEA

400.3. Resignation Ratification

A. Classified

1. Lori Inboden, Office Assistant, LTC, effective September 23, 2015

400.4. Unpaid Leave Request

A. Classified

1. Heather Kaide, Custodian, WVC, up to 30 days unpaid leave, beginning September 22, 2015.

Board Action to Amend Personnel Report: Trustee Brenda Culver made a motion to amend the Personnel Report, to add an addendum containing Section 400.4 as recommended. 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 viva voce (by the voice) vote was taken and the Chair declared that the "Ayes" have it and the motion is adopted.

Board Action to Approve Amended Personnel Report: Trustee Gary Carter made a motion to approve the foregoing amended Personnel Report as recommended. Trustee Marilyn Wolfe 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, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll. The motion having received 6 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 Brenda Culver seconded the motion. The Chair asked the 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, the motion is adopted, and the meeting adjourned at 8:40 p.m.

Approved: Chairman: _____

Secretary: _____

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)

- A. 100.12 Americans with Disabilities Act**
- B. 100.17 Policy on Sexual Harassment**
- C. 100.24 Campus Emergency Plans**
- D. 100.28 Concealed Firearms Policy**
- E. 100.30 Emergency Succession**
- F. 500.12 Student Optional Disclosure of Private Mental Health Information**
- G. 500.29 Policy to Protect Academic Standing of Dual Credit Students**

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: Revisions to Board Policy 100

As suggested by the HLC Peer Review Team, the administration has begun a formal review of the Policy manual. For the Board's review and approval are revisions to the following policies:

100.12 Americans with Disabilities Act
100.17 Policy on Sexual Harassment
100.24 Campus Emergency Plans
100.28 Concealed Firearms Policy

I recommend the Board waive the second reading and approve the revisions to the above policies.

TLB/rs

Attachment

Americans with Disabilities Act Policy (100.12)

Date Adopted: March 15, 1994

Revised: October 20, 2015 (pending Board approval)

The Board of Trustees of Illinois Eastern Community Colleges ~~intends to comply~~ complies with both the letter and the spirit of the Americans with Disabilities Act (ADA) and other laws protecting the rights of persons with disabilities by being the Americans with Disabilities Act (ADA). The Board of Trustees is committed to:

- ~~1. complying with both the letters and the spirit of the ADA and other laws protecting the rights of persons with disabilities;~~
- 2.1. providing opportunities to qualified persons with disabilities in employment and in access to education, where this when doing so will not pose an undue burden or fundamentally alter the programs of the institution;
- ~~3.2.~~ raising the awareness of all employees of the institution and providing institutional resources; and,
- 4.3. making compliance with the Americans with Disabilities Act a priority of the institution, subject to available resources, and taking appropriate steps to meet the deadlines established by Congress.

The administration ~~is hereby directed to:~~

1. appoints at least one individual with sufficient powers, authority, and staffing to coordinate compliance with the Americans with Disabilities Act district wide;
2. appoints one employee at each college to coordinate compliance with the Americans with Disabilities Act;
- ~~2. prepare a comprehensive self-evaluation of all programs and activities of the institution, including employment;~~
- ~~3. create a Task Force to support the Coordinator and promptly prepare a self-evaluation of all programs, services and facilities;~~
- 4.3. implements procedures to coordinate responses to requests from individuals with disabilities and to respond to requests in a timely fashion;
- 5.4. implements procedures for raising awareness of the requirements of the ADA to the college community as well as to all levels of the institution, including senior administrators, faculty, and supervisors; and,
- 6.5. communicates ADA compliance progress and issues to the Board of Trustees ~~no less frequently than every six months.~~

The Board of Trustees recognizes that compliance with the ADA may require rearranging certain priorities of the institution. It is our intent that compliance with the letter of the ADA shall be given a high priority of the institution and appropriate changes, subject to available resources, be made. Accommodation will be provided to qualified individuals with disabilities, unless this poses an undue burden on the institution's resources or would fundamentally alter the nature of a program. The administration is directed to take this policy statement and the ADA's requirements into consideration in preparing its budgetary proposals.

Policy on Sexual Harassment (100.17)

Date Adopted: November 17, 1998

Revised: March 15, 2005

Revised: February 17, 2009

Revised: October 20, 2015 (pending Board of Trustees approval)

Illinois Eastern Community Colleges (IECC) is committed to maintaining a fair and respectful environment for work and study. To that end, and in accordance with federal and state law and Board of Trustees' policy, IECC prohibits any member of the faculty, staff, administration, or student body, regardless of the sex of the other party, from sexually harassing any other member of the IECC community. Violation of this policy shall be considered grounds for disciplinary action up to and including discharge or expulsion.

Defining Sexual Harassment

Sexual harassment means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature that is sufficiently persistent or offensive to unreasonably interfere with an employee's job performance, a student's educational performance, and/or creates an intimidating, hostile or offensive working or educational environment. Sexual harassment is defined by the Equal Employment Opportunity Commission Guidelines as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or educational development; (2) submission to or rejection of such conduct by an individual is used as a basis for employment or education decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working or educational environment.

Under Title VII of the Civil Rights Act of 1964, there are two types of sexual harassment: (1) quid pro quo and (2) hostile work or learning environment. Sexual harassment can be physical or psychological in nature. A combination of a series of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing.

Examples of Sexual Harassment

Sexual harassment includes, but is not limited to, gender-specific comments; verbal innuendo, insults, threats and jokes of a sexual nature, sexual propositions, making sexually suggestive noises, leering, whistling, obscene gestures, touching, pinching, brushing the body, coercing sexual intercourse, sexual assault, or any behaviors or actions which might create a sexually hostile environment. Though sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:

- Physical assaults of a sexual nature, such as rape, sexual battery, molestation, or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee or student's body or poking another employee or student's body.
- Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience.
- Preferential treatment or promises of preferential treatment to an employee or student for submitting to sexual conduct, including soliciting or attempting to solicit an employee or student to engage in sexual activity for compensation or reward.

- Subjecting, or threats of subjecting, an employee or student to unwelcome sexual attention or conduct or intentionally making the employee's job performance or student's educational performance more difficult because of that employee or student's sex.

Sexual harassment also includes, but is not limited to, occurrences where a student, District employee or representative, either explicitly or implicitly, treats submission to or rejection of sexual conduct as a condition for determining:

- (1) whether a student will be admitted to a college, or a person will be employed by the District;
- (2) the educational or work performance required or expected;
- (3) the attendance or assignment requirements applicable to a student or employee;
- (4) to what courses, fields of study or programs, including honors, a student will be admitted;
- (5) what placement or course proficiency requirements are applicable to a student and professional advancement opportunities are available to an employee;
- (6) the quality of instruction a student will receive;
- (7) what tuition or fee requirements are applicable to a student;
- (8) what scholarship opportunities are available to the student;
- (9) what extracurricular teams a student will be a member of or in what extracurricular competitions a student may participate;
- (10) any grade a student will receive in any examination or in any course or program of instruction in which a student is enrolled;
- (11) any performance evaluation, promotion or other employment benefit an employee may receive;
- (12) the progress of the student toward successful completion of or graduation from any course or program of instruction in which the student is enrolled; or,
- (13) what degree, if any, the student will receive.

Sexual harassment between students, neither of whom is employed by IECC, should be reported to the appropriate investigators.

The Chief Executive Officer has designated a minimum of two persons to hear and investigate cases of alleged sexual harassment (See Appendix A.). A student or staff member who believes that he/she has been the victim of sexual harassment should immediately report such conduct to one of these designated persons and complete the Sexual Harassment allegation form. An appropriate investigation of each complaint received will be conducted.

Responsible Administrators

a. Sexual Harassment Investigators

The Sexual Harassment Investigators are the individual's designated by the Chief Executive Officer to investigate reports and complaints of sexual harassment in accordance with IECC policy and procedure.

- b. Presidents
The Presidents are the individuals designated to review investigative reports of sexual harassment at the colleges and to determine the appropriate action for IECC to take based on the findings. If the allegation is against the President, the report will be submitted to the Chief Executive Officer.
- c. Chief Executive Officer
The Chief Executive Officer will review reports of sexual harassment at the District level. If the allegation is against the Chief Executive Officer, the report will be submitted to the Chair of the Board of Trustees.
- d. Deans/Associate Deans/Directors/Supervisory Personnel
All supervisory personnel are responsible for ensuring compliance with IECC's Sexual Harassment Policy and appropriate procedures.

Investigations will be initiated within one working day of receiving the complaint. The investigator will schedule a conference within five working days from the date of receipt of the complaint. Complainants may choose to be accompanied by a co-worker, another student, or other individual or their choice when attending meetings to discuss the allegations. Every reasonable effort will be made to determine the facts pertinent to the allegations. The investigator will submit a written report to the College President, including a recommendation for appropriate disciplinary action where deemed necessary. If the allegation is against the President, the report will be submitted to the Chief Executive Officer. At the District level, the report will be submitted to the Chief Executive Officer. If the allegation is against the Chief Executive Officer, the report will be submitted to the Chair of the Board of Trustees.

If the complaint can be resolved to the satisfaction of all parties, the matter will be considered closed, subject to re-opening upon further complaint or additional information.

If the complainant is dissatisfied with the decision of the President, he/she may appeal to the Chief Executive Officer. A written response shall be provided within five working days of receipt of the appeal. Then, if dissatisfied, the complainant may appeal to the Chair of the Board of Trustees. The Chair of the Board will provide the complainant with a written response within five working days of receipt of the appeal. The Chair of the Board of Trustees shall have final appeal authority.

In cases of recurrent complaints, or in cases of flagrant unlawful behavior, immediate action may be taken by the President and/or Chief Executive Officer.

The administration will take all necessary steps to protect the rights of both complainant and alleged harasser.

Any employee found to have committed sexual harassment while participating in an Illinois Eastern sponsored program or service will be subject to disciplinary action up to and including discharge. Any student found to have committed sexual harassment while participating in an Illinois Eastern sponsored program or service will be subject to disciplinary action up to and including expulsion.

Those who feel they have been sexually harassed or discriminated against may seek assistance from the Illinois Department of Human Rights. The Department of Human Rights is a state agency which will investigate the charge without cost to the individual. If the Department of Human Rights determines that there is evidence of harassment or discrimination, it will attempt to conciliate the matter or it will file a complaint on behalf of the individual with the Illinois Human Rights Commission. The Human Rights Commission will hear the complaint pursuant to its rules and procedures. The agencies may be contacted at the following addresses:

Illinois Department of Human Rights
~~State of Illinois Center~~ James R. Thompson Center
 100 W. Randolph Street, ~~Suite 40-100~~ 10th Floor

Illinois Human Rights Commission
~~State of Illinois Center~~ James R. Thompson Center
 100 W. Randolph, Suite 5-100

Chicago, Illinois 60601
Telephone (312) 814-624500
Telephone ~~TDD (312) 263-1579~~ TTY (866) 7440-3953

Chicago, Illinois 60601
Telephone (312) 814-6269

Illinois Department of Human Rights
222 South College, Room 101-A
Springfield, Illinois 62704
Telephone (217) 785-5100
Telephone ~~TDD (217) 785-5125~~ TTY (866) 740-3953

Illinois Department of Human Rights
2309 West Main Street
Marion, IL 62959
Telephone (618) 993-7463
Telephone TTY (866) 740-3953

Persons found to have retaliated or discriminated against an employee or student for complaining about sexual harassment or for initiating or assisting with a claim of sexual harassment will be subject to appropriate disciplinary action.

The rights to confidentiality, both of the complainant and of the alleged harasser, will be respected consistent with the District's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

If an investigation results in a finding that the complainant falsely accused another of sexual harassment knowingly or in a malicious manner, the complainant will be subject to appropriate discipline, up to and including discharge or expulsion.

Appendix A

The following have been appointed by the Chief Executive Officer to receive and investigate allegations of sexual harassment:

Frontier Community College

2 Frontier Drive
Fairfield, IL 62837
Phone: (618) 842-3711

Karen Bryant
Eric Resor

Lincoln Trail College

11220 State Highway 1
Robinson, IL 62454
Phone: (618) 544-8657

Vicky Bonelli
Travis Matthews

Olney Central College

305 North West Street
Olney, IL 62450
Phone: (618) 395-7777

Doug Shipman
Mary Corry

Wabash Valley College

2200 College Drive
Mt. Carmel, IL 62863
Phone: (618) 262-8641

John Day
Diana Spear

Workforce Education

John A. Logan College
Carterville, IL 62918
Phone: (618) 985-3741

Laurel Taylor
Kim Underwood

District Office

233 East Chestnut Street
Olney, IL 62450
Phone: (618) 393-2982

Alex Cline
Bonnie Chaplin

The Chief Executive Officer shall update Appendix A as necessary.

Campus Emergency Response Plans (100.24)

Date Adopted: September 21, 2010

Revised: October 20, 2015 (pending Board of Trustees approval)

The Illinois Eastern Community Colleges Board of Trustees recognizes the importance of creating and maintaining a Campus Emergency Response Plan that outlines the District's procedures plan for managing major emergencies and incidents that may threaten the health, safety, and welfare of the college community or disrupt its programs or activities. ~~The Campus Emergency Response Plans will include procedures that meet the requirements of the Illinois Campus Security Enhancement Act of 2008 (P.A. 095-0881; 110 ILCS 12/20) and the Illinois Administrative Code Part 305, and are compliant with the Illinois Emergency Management Agency Act (20 ILCS 3305) and the National Incident Management System (NIMS). Emergency Response and Evacuation Procedures of the Higher Education Act of 1965, the Illinois Campus Security Act of 2008 and the Illinois Administrative Code Part 305.~~

~~Campus Emergency Plans for each college will be available to all students, employees, and the general public at the IECC website www.iecc.edu.~~

Emergency Response Plans are reviewed and revised, as necessary, on an annual basis. Procedures for specific emergency scenarios are accessible to students, faculty, staff and the public through a link from the IECC homepage.

Concealed Firearms Policy (100.28)

Date Adopted: November 19, 2013

Revised: October 20, 2015 (pending Board of Trustees approval)

CONCEALED FIREARMS

It is the policy of the Board of Trustees to comply with the provisions of the Firearm Concealed Carry Act. (430 ILCS66.PA 98-63 and subsequent amendments by Administrative Rule and Public Act). Under that Act, and the Board hereby adopts the definitions contained therein, "Concealed firearm" means a loaded or unloaded handgun carried on or about a person completely or mostly concealed from view of the public or on or about a person within a vehicle. "Handgun" means any device which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas, or escape of gas that is designed to be held and fired by the use of a single hand.

PROHIBITED AREAS

The Board declares the following as prohibited areas as set forth under Section 65, of the Act. A licensee under this Act shall not knowingly carry a concealed firearm on or into any real property, including parking areas, sidewalks, and common areas under the control of Illinois Eastern Community Colleges.

FIREARMS AND DISTRICT VEHICLES

Further, the Board prohibits persons from carrying a firearm within a vehicle owned, leased, or controlled by the district.

ENFORCEMENT OF EXISTING POLICY

The Board directs the administration to enforce existing regulations, or policies regarding student, employee, or visitor misconduct and to discipline those who violate these regulations and policies, including suspension and expulsion.

DESIGNATED PARKING LOTS

The Board directs the Administration to set forth regulations, or policies regarding the storage or maintenance of firearms, which must include designated areas where persons can park vehicles that carry firearms.

FIREARMS POSSESSION FOR INSTRUCTIONAL PURPOSE

Students are permitted to carry or use of firearms for the limited purpose of instruction and curriculum in officially recognized district approved educational programs, including but not limited to gunsmithing. Further, students may carry and use firearms in approved courses and at approved sites for purposes of instruction and attainment of concealed carry permits.

FIREARMS IN "CASE" AND PARKING AT PROHIBITED PARKING LOTS

Notwithstanding the prohibition against firearms in parking lots owned and operated by the District, Board recognizes that under the Concealed Carry Act, any licensee, prohibited from carrying a concealed firearm into a District parking area as specified in the Act and Board policy, shall be permitted to carry a concealed firearm on or about his or her person within a vehicle into the parking area and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area. For purposes of this exception, "case" includes a glove

compartment or console that completely encloses the concealed firearm or ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box, or other container.

CONCEALED CARRY IN A PROHIBITED PARKING LOT

A licensee may carry a concealed firearm in the immediate area surrounding his or her vehicle within a prohibited parking lot area only for the limited purpose of storing or retrieving a firearm within the vehicle's trunk, ~~provided the licensee ensures the concealed firearm is unloaded prior to exiting the vehicle.~~

POSTING OF SIGNS

The District shall post signs stating that the carrying of firearms is prohibited and these signs shall be clearly and conspicuously posted at the entrance to District buildings, premises, or real property specified as a prohibited areas. Signs shall be of a uniform design and shall comply with established state regulations as to size and content.

SUSPENSION OF CONCEALED CARRY LICENSE

Student and licensees are hereby notified that a concealed carry license shall be suspended by the appropriate authorities if an order of protection, including an emergency order of protection, plenary order of protection, or interim order of protection under Article 112A of the Code of Criminal Procedure of 1963 or under the Illinois Domestic Violence Act of 1986, is issued against a licensee.

Students and licensees shall not carry a concealed firearm while under the influence of alcohol, other drug or drugs, intoxicating compound or combination of compounds, or any combination thereof, under the standards set forth in subsection (a) of Section 11-501 of the Illinois Vehicle Code.

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: 100.30 Emergency Succession

A recent health incident with the Chief Executive Officer highlighted the need to prepare a plan for replacement of key administrative personnel following a sudden, rather than planned, loss of key administrative personnel.

The proposed policy provides administrative guidelines for the interim replacement of the Chief Executive Officer, the Chief Finance Officer, the Dean of Academic and Support Services and Chief Academic Officer, the Director of Human Resources, the Director of Information and Communications Technology, College Presidents, and the Dean of Workforce Education.

In each required, sudden replacement, a policy has been developed which creates a team of key administrators to direct and assign the work done by the administrative person who is unable to complete his or her assigned duties.

I ask the Board's approval of this Emergency Succession Policy.

TLB/rs

Attachment

Emergency Succession Policy (100.30)

Date Adopted: October 20, 2015 (pending Board approval)

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

I. Administrative Succession

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

II. Chief Executive Officer Succession

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

III. Interim Management Team

The Interim Management Team shall have the duties and obligations as set forth in the Chief Executive Officer Succession plan.

Members of the Interim Team for the following positions would include:

Chief Executive Officer

Chief Finance Officer/Treasurer

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

Chief Finance Officer

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

Dean of Academic & Student Support Services and Chief Academic Officer

Chief Executive Officer
District Office Program Director of College Support Services
Dean of Instruction from Two Colleges
Research Assistant

Director of Human Resources

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

Director of Information and Communications Technology

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

College President

Chief Executive Officer
College Dean of Instruction
College Director of Business

Dean of Workforce Education

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

Agenda Item #6F

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: Student Optional Disclosure of Private Mental Health Information Policy

In accordance with the Student Optional Disclosure of Private Mental Health Information Act (IL 099-0278), Illinois Eastern Community Colleges will ensure that, at or near the time that an incoming student enrolls, he or she is provided the opportunity to authorize in writing the disclosure of certain private mental health information to a designated person.

The purpose of the Act is to allow students the opportunity to designate a contact person in the event that a qualified examiner deems the student a threat to themselves or to others. The Act specifically states that the District must prepare a form, policy and a supporting procedure. Additionally, the Act states that the District must ensure that every new student is given the opportunity to complete and submit the form and provide space on the form for the student to authorize or decline to authorize the disclosure of information.

I ask the Board's adoption of the Student Optional Disclosure of Private Mental Health Information Policy.

TLB/rs

Attachment

STUDENT – 500

Student Optional Disclosure of Private Mental Health Information (500.12)

Date Adopted:

In accordance with Illinois Public Act 099-0278, Illinois Eastern Community Colleges will ensure that, at or near the time that an incoming student enrolls, he or she is provided the opportunity to authorize in writing the disclosure of certain private mental health information to a designated person.

Agenda Item #6G

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: Policy to Protect Academic Standing of Dual Credit Students (Policy 500.29)

The Dual Credit Quality Act (110 ILCS 27/15) states that the District may adopt policies to protect the academic standing of students who are not successful in dual credit courses. Therefore, IECC has developed the attached Policy to Protect Academic Standing of Dual Credit Students which allows dual credit students to withdraw with a “W” from the college course that follows the high school calendar up to the last day of their high school semester.

I ask the Board’s approval of the attached Policy to Protect Academic Standing of Dual Credit Students effective the Fall Semester of 2016.

TLB/rs

Attachment

STUDENT - 500

Policy to Protect Academic Standing of Dual Credit Students (Policy 500.29)

Date Adopted:

Pursuant to the Dual Credit Quality Act, 110 ILCS 27/15 community college districts may adopt policies to protect the academic standing of students who are not successful in dual credit courses. Therefore, students who are not successful in dual credit courses that follow the high school calendar may withdraw from the college course after the college drop date to protect their academic standing. Dual Credit students may withdraw with a "W" from the college course up to the last day of their high school semester.

All institutional policies relating to the academic standing of students enrolled in dual credit courses must be made publicly available by the institution and provided to each student enrolled in dual credit courses offered by the institution.

Agenda Item #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Final Property Tax Agreement with Marathon 2015-2018

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: Final Property Tax Agreement with Marathon 2015 – 2018

At the August 18, 2015, regular Board meeting, the Board of Trustees adopted the tentative property tax agreement that had been agreed to by the taxing bodies of Crawford County and Marathon on July 30th, with the understanding that additional clarifying language would be added to the final agreement. On October 10, 2015, a final draft of the settlement agreement was agreed to and the dollar figures set forth in the tentative property tax agreement were maintained and will cover the period 2015-2018.

The final agreement calls for the previously negotiated EAV of \$163,609,000 to increase to \$192,606,294. From that value, there is a laboratory abatement amount of \$2,248,259 which means that the net EAV for 2015 will be \$190,358,035 (In the tentative agreement this amount was \$185,218,862.). Marathon has agreed to a 1% escalator in the value of the property each year 2015-2018. Therefore, the values for the entire agreement are as follows:

| | |
|------|---------------|
| 2015 | \$190,358,035 |
| 2016 | \$192,261,615 |
| 2017 | \$194,184,231 |
| 2018 | \$196,126,073 |

Further, Marathon has agreed to a \$2 million payment to the taxing bodies payable \$1 million in 2015 and \$1 million in 2016. The payment is to be divided according to the taxing bodies' percentage of the total tax levy. (The actual payment amount to each taxing body for each year is set forth in the intergovernmental agreement.)

I would ask the Board to approve the EAV values agreed to by the taxing bodies for the 4-year period 2015 – 2018 and accept the 1% escalator agreement and approve the \$2,000,000,000 direct payments to the taxing bodies in 2015 and 2016.

TLB/rs

Attachment

**MARATHON PETROLEUM COMPANY LP
ROBINSON REFINERY REAL PROPERTY TAX
ASSESSMENT SETTLEMENT AGREEMENT**

THIS ROBINSON REFINERY REAL PROPERTY TAX ASSESSMENT SETTLEMENT AGREEMENT (“Agreement”) is made as of the ___ day of October, 2015, by and between Marathon Petroleum Company LP (“Marathon”), Crawford County, Robinson Township, Robinson Township Road District, Illinois Eastern Community College District No. 529, Robinson Community Unit School District No. 2, Robinson Public Library District, Robinson Township Fire Protection District, Crawford County Hospital District, Crawford County Forest Preserve District, and the Crawford County Airport Authority (collectively, the “Taxing Districts”), the Crawford County Treasurer (the “Treasurer”), the Supervisor of Assessments of Crawford County (the “Supervisor of Assessments”), and the Crawford County Board of Review (the “Board of Review”).

WITNESSETH

WHEREAS, Marathon, the Taxing Districts, the Supervisor of Assessments, and the Board of Review (hereinafter referred to collectively as the “Parties”, and individually as “Party”), now voluntarily enter into this Agreement pursuant to the Illinois Property Tax Code (35 ILCS 200/1, *et. seq.*), Article VII, Section 10(a) of the Illinois Constitution (Ill. Const. Art. VII, §10(a)), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*), and all other applicable authority of the Parties; and

WHEREAS, Marathon owns certain real property located within Crawford County, Illinois, which is operated by Marathon as a petroleum refinery, the permanent index real estate

tax numbers of which are 05-1-34-000-021-000 and 05-1-34-100-021-000 (collectively, the “Refinery”); and

WHEREAS, Marathon owns certain real property located within the Refinery, which has been certified by the Illinois Pollution Control Board as pollution control facilities under the Illinois Property Tax Code (35 ILCS 200/11-10), the permanent index real estate tax number of which is 05-1-34-000-021-001 (the “Pollution Control Facilities”); and

WHEREAS, the Taxing Districts constitute all of the entities with jurisdiction to levy *ad valorem* real property taxes against the Refinery and the Pollution Control Facilities; and

WHEREAS, certain disputes and litigation as to the 2014 aggregate equalized assessed value of the Pollution Control Facilities are currently pending before the Illinois Department of Revenue (the “IDOR”) captioned as *Robinson Community Unit School District No. 2 v. The Department of Revenue of the State of Illinois and Marathon Robinson Refinery* under Case No. 15-PT-015 (the “IDOR Case”); and

WHEREAS, the Parties desire to settle certain disputes concerning the 2014 aggregate equalized assessed value of the Pollution Control Facilities and further wish to settle certain issues relating to future equalized assessed values of the Refinery and the Pollution Control Facilities, all in accordance with the terms of this Agreement; and

WHEREAS, the Parties intend to fully compromise, settle and resolve all disputes concerning the assessment of the Refinery and the Pollution Control Facilities for tax years 2014, 2015, 2016, 2017 and 2018; and

WHEREAS, pursuant to the Robinson/Crawford County Enterprise Zone Ordinance the property taxes associated with the increase in assessed value resulting directly from the

construction of a new laboratory at the Refinery were abated for tax year 2014 and are to be abated for tax years 2015, 2016, 2017 and 2018; and

WHEREAS, the assessed value associated with the new laboratory was set at \$2,248,259 for tax year 2014 and will remain at that amount for tax years 2015, 2016, 2017 and 2018 (the “Laboratory Abatement Amount”); and

WHEREAS, in consideration of this Agreement and the dismissal of the IDOR Case, Marathon has agreed to make cash payments in lieu of taxes, in addition to the real property taxes for the Refinery and the Pollution Control Facilities based on the values listed under enumerated paragraph 3(a), in the amount of Two Million Dollars (\$2,000,000.00) to the Treasurer for the benefit of the Taxing Districts; and

WHEREAS, the Supervisor of Assessments and the Board of Review are the duly appointed officials responsible for establishing the assessed value of the Refinery; and

WHEREAS, the Supervisor of Assessments and Board of Review execute this Agreement solely for the purpose of agreeing to implement the terms of **Paragraph 3** of this Agreement as requested by the Parties; and

WHEREAS, the Parties acknowledge that they are entering into this Agreement voluntarily;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. The recitals set forth above are incorporated herein as an agreed statement of facts and the Parties stipulate that they are true and correct.

2. Within thirty (30) days of approval of this Agreement by all of the Parties hereto, as measured by the last Party to affix its signature to this Agreement, Robinson Community Unit School District No. 2 and Marathon shall file a stipulation dismissing with prejudice the IDOR Case.

3. Except as provided for in **Paragraph 3(c)**, for tax years 2015 through 2018, the Aggregate Equalized Assessed Value, the Laboratory Abatement Amount, and the Net Taxable Value of the Refinery shall be set at the following values:

(a) **Tax Year 2015**

Aggregate Equalized Assessed Value:

| | |
|-------------------------|-------------------|
| PIN 05-1-34-000-021-000 | \$191,779,901 |
| PIN 05-1-34-100-021-000 | <u>\$ 826,393</u> |
| TOTAL | \$192,606,294 |

Laboratory Abatement Amount:

| | |
|-------------------------|--------------|
| PIN 05-1-34-000-021-000 | \$ 2,248,259 |
| PIN 05-1-34-100-021-000 | <u>\$ 0</u> |
| TOTAL | \$ 2,248,259 |

Net Taxable Value:

| | |
|-------------------------|-------------------|
| PIN 05-1-34-000-021-000 | \$189,531,642 |
| PIN 05-1-34-100-021-000 | <u>\$ 826,393</u> |
| TOTAL | \$190,358,035 |

Tax Year 2016

Aggregate Equalized Assessed Value:

| | |
|-------------------------|-------------------|
| PIN 05-1-34-000-021-000 | \$193,675,217 |
| PIN 05-1-34-100-021-000 | <u>\$ 834,657</u> |
| TOTAL | \$194,509,874 |

Laboratory Abatement Amount:

| | |
|-------------------------|--------------|
| PIN 05-1-34-000-021-000 | \$ 2,248,259 |
| PIN 05-1-34-100-021-000 | <u>\$ 0</u> |
| TOTAL | \$ 2,248,259 |

Net Taxable Value:

| | |
|-------------------------|-------------------|
| PIN 05-1-34-000-021-000 | \$191,426,958 |
| PIN 05-1-34-100-021-000 | <u>\$ 834,657</u> |
| TOTAL | \$192,261,615 |

Tax Year 2017

Aggregate Equalized Assessed Value:

| | |
|-------------------------|-------------------|
| PIN 05-1-34-000-021-000 | \$195,589,486 |
| PIN 05-1-34-100-021-000 | <u>\$ 843,004</u> |
| TOTAL | \$196,432,490 |

Laboratory Abatement Amount:

| | |
|-------------------------|--------------|
| PIN 05-1-34-000-021-000 | \$ 2,248,259 |
| PIN 05-1-34-100-021-000 | <u>\$ 0</u> |
| TOTAL | \$ 2,248,259 |

Net Taxable Value:

| | |
|-------------------------|-------------------|
| PIN 05-1-34-000-021-000 | \$193,341,227 |
| PIN 05-1-34-100-021-000 | <u>\$ 843,004</u> |
| TOTAL | \$194,184,231 |

Tax Year 2018

Aggregate Equalized Assessed Value:

| | |
|-------------------------|-------------------|
| PIN 05-1-34-000-021-000 | \$197,522,898 |
| PIN 05-1-34-100-021-000 | <u>\$ 851,434</u> |
| TOTAL | \$198,374,332 |

Laboratory Abatement Amount:

| | |
|-------------------------|--------------|
| PIN 05-1-34-000-021-000 | \$ 2,248,259 |
| PIN 05-1-34-100-021-000 | <u>\$ 0</u> |
| TOTAL | \$ 2,248,259 |

Net Taxable Value:

| | |
|-------------------------|-------------------|
| PIN 05-1-34-000-021-000 | \$195,274,639 |
| PIN 05-1-34-100-021-000 | <u>\$ 851,434</u> |
| TOTAL | \$196,126,073 |

- (b) It is the intent of the Parties that the equalized assessed values specified in **Paragraph 3(a)** above will be the final assessments after imposition of all multipliers. If the imposition of a multiplier by the Department of Revenue or any other agency of the State of Illinois would result in an equalized assessed value which differs from the amount specified in this Agreement, the Parties shall make all efforts to correct the assessed value by any statutory means available (such as Certificate of Error) or other means prior to the due date of tax payments.
- (c) The aggregate equalized assessed values set forth in **Paragraph 3(a)** above do not include the value of any new improvements, replacements, or additions to the Refinery under construction as of January 1, 2015 or any new improvements, replacements, or additions to the Refinery on which construction commences after January 1, 2015. Any new improvements, replacements, or additions to the Refinery completed subsequent to January 1, 2015 shall be assessed by the Supervisor of Assessments in the year first following completion of the new improvement, replacement, or addition. However, the taxes attributable to the resulting increase in assessed value shall be abated pursuant to the Robinson/Crawford County Enterprise Zone Ordinance. Furthermore, the aggregate equalized assessed values set for in Paragraph 3(a) above shall not be reduced as the result of any new or additional items at the Refinery being certified as pollution control facilities by the Illinois Pollution Control Board.
- (d) For tax years 2019 and thereafter, the aggregate equalized assessed value of the Refinery shall be determined in accordance with the provisions of the Illinois Property Tax Code. The terms and conditions of this Agreement shall not affect the determination of the equalized assessed value, or bar any Party from advocating any value for: (1) new improvements, replacements, or additions to the Refinery under construction as of January 1, 2015; (2) any new improvements, replacements, or additions to the Refinery on which construction

commences after January 1, 2015; (3) the Refinery as a whole; or (4) the Pollution Control Facilities, after tax year 2018.

4. For tax years 2015 through 2018, the aggregate equalized assessed value of the Pollution Control Facilities shall be as determined and published by the Illinois Department of Revenue.

5. In addition to the real property taxes billed to Marathon for the Refinery and the Pollution Control Facilities based on the values listed under enumerated paragraph 3(a), Marathon shall make two (2) cash payments, in lieu of taxes and in consideration of this Agreement and the dismissal of the IDOR Case, each in the amount of One Million Dollars (\$1,000,000.00) directly to the Treasurer for the benefit of the Taxing Districts. The first One Million Dollar (\$1,000,000.00) cash payment shall be made by Marathon to the Treasurer thirty (30) days after dismissal of the IDOR Case with prejudice or December 1, 2015 whichever is the later to occur. The second One Million Dollar (\$1,000,000.00) cash payment shall be made by Marathon to the Treasurer on December 1, 2016. The Treasurer shall distribute the cash payments received from Marathon to the Taxing Districts pursuant to the terms of the Robinson Refinery Real Property Tax Assessment Settlement Intergovernmental Agreement entered into between the Treasurer and the Taxing Districts.

6. The Parties agree that if any legislative or administrative changes occur in any statutes, laws, rules, regulations, or by court or administrative decisions which would have an effect of increasing or decreasing the equalized assessed value of the Refinery, the equalized assessed value of the Refinery shall remain as specified in this Agreement for tax years 2015 through 2018. The Parties further agree to cooperate in the pursuit of a legal or administrative remedy so as to achieve the equalized assessed values provided in **Paragraph 3(a)** above. The equalized assessed values set forth in **Paragraph 3(a)** above do not include the value of any

improvements, which have been certified by the Illinois Pollution Control Board as pollution control facilities.

7. If an accidental event such as a fire or natural disaster renders the Refinery unfit for customary use, Marathon may file an application for assessment reduction pursuant to the provisions of 35 ILCS 200/9-180.

8. The Parties agree not to challenge the terms of this Agreement, directly or indirectly, and shall not provide any financial support for litigation or otherwise participate directly or indirectly in litigation seeking to increase or decrease the assessed values set in conformity with **Paragraphs 3 and 4**, or to increase or decrease any tax payments or cash payments made or to be made by Marathon as a result of this Agreement. Notwithstanding the forgoing, if any non-party to this Agreement files an appeal, complaint or petition seeking to increase or decrease the assessed value of the Refinery, the assessed value of the Pollution Control Facilities, or the cash payments to be made by Marathon above or below the amount specified in this Agreement, then the Parties shall have the right and obligation to appear in the proceeding for the purpose of advising the court or administrative agency that they support the validity and enforceability of this Agreement and the assessments, taxes, and cash payments made or to be made by Marathon as a result of this Agreement. If the Taxing Districts, or any of them, file an appeal, complaint or petition seeking to increase the assessment of the Refinery or the Pollution Control Facilities or the cash payments to be made by Marathon, Marathon shall have the right to intervene in any such proceedings to enforce the terms of this Agreement and to respond to any and all such allegations. If Marathon files an appeal, complaint or petition seeking to decrease the assessment of the Refinery or the Pollution Control Facilities or the cash payments to be made by Marathon, any one or more of the Taxing Districts shall have the right

to intervene in any such proceedings to enforce the terms of this Agreement and to respond to any and all such allegations.

9. The Agreement shall be in full force and effect until December 31, 2019.

Notwithstanding termination of this Agreement:

- (a) Each Party may exercise its rights under this Agreement and each Party shall have all its obligations under this Agreement after December 31, 2019 but only with respect to levies, assessments and taxes or litigation associated therewith for tax years 2015 through 2018; and
- (b) Each Party may initiate litigation with regard to any claim of breach of any terms or conditions of this Agreement by any other Party within the applicable time period of any statute of limitations or statute of repose, but in no event later than December 31, 2019; and
- (c) It is expressly understood that prior to termination of this Agreement any Party to this Agreement has the right to prepare for matters relating to the assessed valuation of the Refinery and Pollution Control Facilities for tax years 2019 and thereafter.

10. This Agreement shall become effective upon execution of the Agreement by all Parties and shall be null and void and of no force or effect whatsoever unless all Parties approve and execute this Agreement in full.

11. Marathon shall not file, nor be a party to, nor provide any financial support to, any tax rate objection or tax objection complaint against any of the Taxing Districts for tax years 2014 through 2018.

12. The Parties acknowledge that the assessments set forth in **Paragraph 3(a)** are the result of a compromise of disputes relating to the real property tax assessment of the Refinery and the Pollution Control Facilities. The terms and conditions of this Agreement shall not affect the determination of the equalized assessed value, or bar any Party from advocating any value of the Refinery or Pollution Control Facilities, after tax year 2018.

13. The Parties to this Agreement acknowledge and agree that the legal remedies available to the Parties for a breach of this Agreement are inadequate and that each Party may seek and is entitled to the remedy of specific performance, injunctive relief and any other appropriate remedy. Should any Party or Parties breach this Agreement, all of the other Parties agree to join in any action to enforce this Agreement.

14. If a court of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, then this entire Agreement shall be void and unenforceable.

15. To the extent permitted by law, the provisions of this Agreement shall supersede any and all legislation, statutes, ordinances, policies, resolutions, codes and regulations that may conflict with the provisions of this Agreement.

16. The Parties to this Agreement shall take all actions reasonable and necessary to defend the validity of this Agreement and to defend all actions taken and all documents executed pursuant to or in connection with this Agreement, and shall take no action, directly or indirectly, to seek to frustrate the terms or intent of this Agreement.

17. The execution of this Agreement has been duly authorized by the governing Board of each of the Taxing Districts and by the corporate authorities of Marathon.

18. This Agreement may be executed in any number of counterparts with the same effect as if the signature to each counterpart were upon the same instrument.

19. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, successors, transferees and assigns. The Parties hereto intend that the provisions hereof shall benefit only the Parties hereto and do not intend this Agreement to benefit any person or entity that is not a party to this Agreement.

20. This Agreement contains the complete and entire agreement of the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, which may be related in any way to the subject matter hereof.

21. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, the State in which this Agreement is deemed to have been executed and delivered.

22. The Parties agree that any disputes arising out of, related to, or in any way connected to the subject matter of this Agreement shall be litigated, if at all, solely in the Circuit Court for the Second Judicial Circuit, Crawford County, Illinois.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the day and year first written above.

Marathon Petroleum Company LP

By: _____

Title: _____

Robinson Community Unit School District No. 2

By: _____

Title: _____

Crawford County

By: _____

Title: _____

Robinson Township

By: _____

Title: _____

Robinson Township Road District

By: _____

Title: _____

Robinson Public Library District

By: _____

Title: _____

Robinson Township Fire Protection District

By: _____

Title: _____

Crawford County Hospital District

By: _____

Title: _____

Crawford County Airport Authority

By: _____

Title: _____

Illinois Eastern Community College District No. 529

By: _____

Title: _____

Crawford County Board of Review

By: _____

Title: _____

Crawford County Forest Preserve District

By: _____

Title: _____

Supervisor of Assessments of Crawford County

By: _____

Title: _____

Crawford County Treasurer

By: _____

Title: _____

Agenda Item #8B

**Intergovernmental Agreement Concerning the Robinson Refinery Property Tax
Assessment Settlement**

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: Intergovernmental Agreement Concerning the Robinson Refinery Property Tax Assessment Settlement

As part of the agreement on the Assessment of the Robinson Marathon Refinery, the taxing districts, including Crawford County, Robinson Township, Robinson Township Road District, Illinois Eastern Community College District #529, Robinson Community Unit School District No. 2, Robinson Public Library District, Robinson Township Fire Protection District, Crawford County Hospital District, Crawford County Forest Preserve District, and Crawford County Airport Authority have agreed with the Crawford County Treasurer that payments made by Marathon Refinery, in addition to property taxes, shall be distributed as set forth in the intergovernmental agreement.

In addition, the taxing districts have agreed to the dismissal of litigation pending before the Illinois Department of Revenue, captioned *Robinson Community Unit School District No. 2 vs the Department of Revenue of the State of Illinois and Marathon Robinson Refinery case number 15-PT-015*.

I ask the Board's approval of the attached intergovernmental agreement.

TLB/rs

Attachment

**ROBINSON REFINERY REAL PROPERTY TAX
ASSESSMENT SETTLEMENT
INTERGOVERNMENTAL AGREEMENT**

THIS ROBINSON REFINERY REAL PROPERTY TAX ASSESSMENT INTERGOVERNMENTAL AGREEMENT (“Intergovernmental Agreement”) is made as of the _____ day of October, 2015, by and between the Crawford County Treasurer (the “Treasurer”), Crawford County, Robinson Township, Robinson Township Road District, Illinois Eastern Community College No. 529, Robinson Community Unit School District No. 2, Robinson Public Library District, Robinson Township Fire Protection District, Crawford County Hospital District, Crawford County Forest Preserve District, and the Crawford County Airport Authority (collectively, the “Taxing Districts”).

WITNESSETH

WHEREAS, Marathon Petroleum Company LP (“Marathon”) owns certain real property located within Crawford County, Illinois, which is operated by Marathon as a petroleum refinery, the permanent index real estate tax numbers of which are 05-1-34-000-021-000 and 05-1-34-100-021-000 (collectively, the “Refinery”); and

WHEREAS, Marathon owns certain real property located within the Refinery, which has been certified by the Illinois Pollution Control Board as pollution control facilities under the Illinois Property Tax Code (35 ILCS 200/11-10), the permanent index real estate tax number of which is 05-1-34-000-021-001 (the “Pollution Control Facilities”); and

WHEREAS, the Taxing Districts constitute all of the entities with jurisdiction to levy *ad valorem* real property taxes against the Refinery and the Pollution Control Facilities; and

WHEREAS, Marathon, the Taxing Districts, the Treasurer, the Supervisor of Assessments of Crawford County, and the Crawford County Board of Review voluntarily entered into the Marathon Petroleum Company LP Robinson Refinery Real Property Tax Assessment Settlement Agreement (the "Settlement Agreement") attached hereto as Exhibit 1 in order to settle certain disputes concerning the 2014 aggregate equalized assessed value of the Pollution Control Facilities and certain issues relating to the future equalized assessed values of the Refinery and the Pollution Control Facilities; and

WHEREAS, in consideration of the Settlement Agreement and the dismissal of certain litigation currently pending before the Illinois Department of Revenue captioned *Robinson Community Unit School District No. 2 v. The Department of Revenue of the State of Illinois and Marathon Robinson Refinery* under Case No. 15-PT-015 (the "IDOR Case"), Marathon has agreed to make certain cash payments, in addition to the real property taxes for the Refinery and the Pollution Control Facilities, to the Treasurer for the benefit of the Taxing Districts; and

WHEREAS, pursuant to the terms of the Settlement Agreement, Marathon is required to make two (2) cash payments, each in the amount of One Million Dollars (\$1,000,000.00), directly to the Treasurer for the benefit of the Taxing Districts with the first One Million Dollar (\$1,000,000.00) cash payment to be made by Marathon to the Treasurer thirty (30) days after dismissal of the IDOR Case with prejudice or December 1, 2015, whichever is the later to occur, and the second One Million Dollar (\$1,000,000.00) cash payment to be made by Marathon to the Treasurer on December 1, 2016; and

WHEREAS, pursuant to the terms of the Settlement Agreement, the Treasurer has agreed to distribute the cash payments received from Marathon to the Taxing Districts pursuant to the terms of this Intergovernmental Agreement; and

WHEREAS, the Treasurer and the Taxing Districts now voluntarily enter into this Intergovernmental Agreement pursuant to Article VII, Section 10(a) of the Illinois Constitution (Ill. Const. Art. VII, §10(a)), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*), and all other applicable authority of the Treasurer and the Taxing Districts.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. The recitals set forth above are incorporated herein as an agreed statement of facts and the Parties stipulate that they are true and correct.

2. Within thirty (30) days of receipt of the first One Million Dollar (\$1,000,000.00) cash payment in addition to taxes from Marathon, the Treasurer shall distribute those proceeds to the Taxing Districts as follows:

- (a) The Treasurer shall make a cash payment in the amount of \$135,218.95 to Crawford County. Such payment shall be made payable to the Crawford County Collector.
- (b) The Treasurer shall make a cash payment in the amount of \$29,468.60 to Robinson Township. Such payment shall be made payable c/o Larry McCoy Robinson Township.
- (c) The Treasurer shall make a cash payment in the amount of \$38,896.68 to Robinson Township Road District. Such payment shall be made payable c/o Larry McCoy Robinson Township Road & Bridge.
- (d) The Treasurer shall make a cash payment in the amount of \$70,593.74 to Illinois Eastern Community College No. 529. Such payment shall be made payable to IECC District #529.
- (e) The Treasurer shall make a cash payment in the amount of \$622,565.05 to Robinson Community Unit School District No. 2. Such payment shall be made payable to Community Unit #2.

- (f) The Treasurer shall make a cash payment in the amount of \$28,159.58 to Robinson Public Library District. Such payment shall be made payable to Robinson Public Library District.
- (g) The Treasurer shall make a cash payment in the amount of \$55,197.13 to Robinson Township Fire Protection District. Such payment shall be made payable to Robinson Fire Protection District.
- (h) The Treasurer shall make a cash payment in the amount of \$8,321.65 to Crawford County Hospital District. Such payment shall be made payable to Crawford Memorial Hospital.
- (i) The Treasurer shall make a cash payment in the amount of \$1,885.62 to Crawford County Forest Preserve District. Such payment shall be made payable to the Crawford County Collector.
- (j) The Treasurer shall make a cash payment in the amount of \$9,693.00 to Crawford County Airport Authority. Such payment shall be made payable c/o David Diffenderfer Crawford County Airport Authority.

3. Within thirty (30) days of receipt of the second One Million Dollar (\$1,000,000.00) cash payment in addition to taxes from Marathon, the Treasurer shall distribute those proceeds to the Taxing Districts as follows:

- (a) The Treasurer shall make a cash payment in the amount of \$135,218.95 to Crawford County. Such payment shall be made payable to the Crawford County Collector.
- (b) The Treasurer shall make a cash payment in the amount of \$29,468.60 to Robinson Township. Such payment shall be made payable c/o Larry McCoy Robinson Township.
- (c) The Treasurer shall make a cash payment in the amount of \$38,896.68 to Robinson Township Road District. Such payment shall be made payable c/o Larry McCoy Robinson Township Road & Bridge.
- (d) The Treasurer shall make a cash payment in the amount of \$70,593.74 to Illinois Eastern Community College No. 529. Such payment shall be made payable to IECC District #529.
- (e) The Treasurer shall make a cash payment in the amount of \$622,565.05 to Robinson Community Unit School District No. 2. Such payment shall be made payable to Community Unit #2.

- (f) The Treasurer shall make a cash payment in the amount of \$28,159.58 to Robinson Public Library District. Such payment shall be made payable to Robinson Public Library District.
- (g) The Treasurer shall make a cash payment in the amount of \$55,197.13 to Robinson Township Fire Protection District. Such payment shall be made payable to Robinson Fire Protection District.
- (h) The Treasurer shall make a cash payment in the amount of \$8,321.65 to Crawford County Hospital District. Such payment shall be made payable to Crawford Memorial Hospital.
- (i) The Treasurer shall make a cash payment in the amount of \$1,885.62 to Crawford County Forest Preserve District. Such payment shall be made payable to the Crawford County Collector.
- (j) The Treasurer shall make a cash payment in the amount of \$9,693.00 to Crawford County Airport Authority. Such payment shall be made payable c/o David Diffenderfer Crawford County Airport Authority.

4. This Intergovernmental Agreement shall remain in full force and effect until forty-five (45) days following receipt by the Taxing Districts of the distributions from the Treasurer provided for in **Paragraphs 2 and 3**, above.

5. The Parties to this Intergovernmental Agreement shall take all actions reasonable and necessary to defend the validity of this Intergovernmental Agreement and to defend all actions taken and all documents executed pursuant to or in connection with this Intergovernmental Agreement, and shall take no action, directly or indirectly, to seek to frustrate the terms or intent of this Intergovernmental Agreement.

6. The execution of this Intergovernmental Agreement has been duly authorized by the governing Board of each of the Taxing Districts and by the Treasurer.

7. This Intergovernmental Agreement may be executed in any number of counterparts with the same effect as if the signature to each counterpart were upon the same instrument.

8. This Intergovernmental Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, successors, transferees and assigns. The Parties hereto intend that the provisions hereof shall benefit only the Parties hereto and do not intend this Intergovernmental Agreement to benefit any person or entity that is not a party to this Intergovernmental Agreement.

9. This Intergovernmental Agreement and any exhibits hereto contain the complete and entire agreement of the Parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may be related in any way to the subject matter hereof.

10. This Intergovernmental Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, the State in which this Intergovernmental Agreement is deemed to have been executed and delivered.

11. The Parties agree that any disputes arising out of, related to, or in any way connected to the subject matter of this Intergovernmental Agreement shall be litigated, if at all, solely in the Circuit Court for the Second Judicial Circuit, Crawford County, Illinois.

IN WITNESS WHEREOF, the Parties have caused this Intergovernmental Agreement to be duly executed on the day and year first written above.

Crawford County Treasurer

By: _____

Title: _____

Robinson Community Unit School District No. 2

By: _____

Title: _____

Crawford County

By: _____

Title: _____

Robinson Township

By: _____

Title: _____

Robinson Township Road District

By: _____

Title: _____

Robinson Public Library District

By: _____

Title: _____

Robinson Township Fire Protection District

By: _____

Title: _____

Crawford County Hospital District

By: _____

Title: _____

Crawford County Airport Authority

By: _____

Title: _____

Illinois Eastern Community College District No. 529

By: _____

Title: _____

Crawford County Forest Preserve District

By: _____

Title: _____

Agenda Item #8C

City of Flora and Villages of Clay City, Louisville, and Xenia Enterprise Zone

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: City of Flora and Villages of Clay City, Louisville, and Xenia Enterprise Zone

At the September Board meeting, the Board of Trustees adopted a resolution dealing with approving an Enterprise Zone for the City of Flora, which provided for a 50% property tax abatement, limited to new construction, expansion or rehabilitation of industrial projects for ten years, and that such abatement would not extend beyond the life of the enterprise zone.

Following the IECC Board action, the Clay County Board, and the Villages of Clay City, Louisville, and Xenia asked the City of Flora to include all of Clay County and the Village of Clay City, Louisville and Xenia in the Enterprise Zone application.

However, the resolution being considered by the Board of Trustees only abates taxes in the City of Flora portion of said Enterprise Zone.

I ask the Board's approval of the City of Flora/Clay County Enterprise Zone.

TLB/rs

Attachment

RESOLUTION NO. 10-20-2015

**RESOLUTION TO AUTHORIZE PROPERTY TAX ABATEMENT
FOR INDUSTRIAL PROPERTY IMPROVEMENTS IN THE
CITY OF FLORA PORTION OF THE
FLORA/CLAY COUNTY ENTERPRISE ZONE**

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity will be asked to designate an area of the City of Flora as an Enterprise Zone under the provisions of the Illinois Enterprise Zone Act (Ch. 67 ½, Illinois Revised Statutes, Par. 601 et. seq.) effective for a fifteen (15) year period upon approval and designation of the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, upon the abovementioned approval and certification, the City of Flora's designating Ordinance No._____ will provide for property tax abatements on commercial, industrial and residential property attributable to new construction, expansion or rehabilitation of existing construction within such parcels comprising the City of Flora portion of said Enterprise Zone if a taxing district has ordered an abatement of said taxes; and

WHEREAS, said property tax abatement is established as an incentive to stimulate commercial and industrial construction, expansion and/or rehabilitation in order to create and/or retain jobs within the private sector of the local and regional economy; and

WHEREAS, said property tax abatement is established as an incentive to promote residential construction, expansion and/or rehabilitation in order to encourage the stabilization, revitalization and elimination of blighting influences within residential neighborhoods of the City of Flora; and

WHEREAS, this public taxing district finds that the Enterprise Zone designation will serve the interest of all local taxing authorities and the entire community by stimulating economic revitalization.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT # 529, CLARK COUNTY, CLAY COUNTY, CRAWFORD

COUNTY, CUMBERLAND COUNTY, EDWARDS COUNTY, HAMILTON COUNTY, JASPER COUNTY, LAWRENCE COUNTY, RICHLAND COUNTY, WABASH COUNTY, WAYNE COUNTY AND WHITE COUNTY, ILLINOIS as follows:

Section I. That the College District hereby agrees to a partial abatement for ten (10) years, pursuant to Section 643 (e) of the Revenue Act of 1939, as amended, that a portion of their taxes on industrial real property (real estate) located in the City of Flora Enterprise Zone resulting from an increase in assessed valuation which is attributable to physical improvements on the property.

Section II. The College District will agree to take the necessary steps to direct the Clay County Clerk to abate fifty (50) percent of that portion of the property (real estate) tax due to Illinois Eastern Community College District # 529 which is attributable to new construction, expansion and/or rehabilitation of existing construction on any industrial properties located within the boundaries of the aforesaid contemplated Enterprise Zone. Any eligible industrial property which has had new construction, expansion or rehabilitation completed after January 1, 2017, and before January 1, 2032, assuming said Enterprise Zone is approved and designated by the State of Illinois and the Department of Commerce and Economic Opportunity, shall then be eligible for a tax abatement.

Section III. The Original and Two certified copies of this Resolution, assuring reviewing authorities of the intent of this public taxing District to participate in the efforts designed to stimulate economic revitalization, shall be submitted to the City of Flora to accompany the Enterprise Zone Designation application to establish the local Enterprise Zone above referenced per the aforesaid Illinois Enterprise Zone Act.

PASSED THIS DAY THE 20th OF OCTOBER, 2015, A.D.

ATTEST:

APPROVED:

Yes Votes: _____
No Votes: _____
Abstentions: _____
Absent: _____

Agenda Item #8D

Employee Background Check Vendor

Agenda Item #8D

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: Employee Background Check Vendor

The District's insurance company requires that the District conduct a criminal background check on each new hire. In 2012 the Board approved using Certified Background as the vendor for the background checks. In reviewing the services provided by Certified Background and comparing them to services provided by Bushue HR, the administration believes that a change of the District's vendor for employee criminal background checks is warranted. Certified Background provides the services listed below for a cost of \$40 and Bushue lists those services and additional services for a cost of \$32.

| | Certified Background - Current Provider | Bushue Human Resources |
|------------------------------|---|--|
| Basic Search Cost | \$40 | \$32 |
| Basic Search Includes | <ul style="list-style-type: none">• Residency History• Illinois State Criminal Search• 7-year flat rate County Criminal Search (Counties outside of IL)• Nationwide Database & Sexual Offender Index | <ul style="list-style-type: none">• Residency History• Social Security Trace (SST)• County Criminal Felony & Misdemeanor – In-State and Out-of-State (7 years, based upon addresses revealed by the SST and Residency History)• Nationwide Criminal Directory – Including Sex Offender Checks |

I recommend the Board approve Bushue HR as the Criminal Background Check vendor.

TLB/rs

Agenda Item #8E

Childcare Agreement with Wabash General Hospital

Agenda Item #8E

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: Childcare Agreement with Wabash General Hospital

The following agreement with Wabash General Hospital would create a collaborative partnership for the Wabash Valley College Small World Childcare Development Center and Wabash General Hospital in the event of a disaster affecting Wabash General Hospital.

This agreement would serve as part of the business continuity plan for Wabash General Hospital and shall be in effect as of the date upon approval of both parties, and shall automatically renew until either party terminates this agreement by sending written notification of such termination to the other party with 30 days written notice.

I ask the Board's approval of the attached agreement between IECC and Wabash General Hospital.

TLB/rs

Attachment

Childcare Agreement
Between
Wabash General Hospital
AND
Illinois Eastern Community College/Wabash Valley College
Small World Child Development Center

Wabash General Hospital, 1418 College Drive, Mount Carmel, IL, and Illinois Community College District #529/ Wabash Valley College Small World Child Development Center (hereinafter “Small World”), located at 2200 College Drive, Mount Carmel, IL, agree to collaborate upon the notice provided by Hospital to provide temporary childcare services and equipment (description) in the event of a disaster affecting Wabash General Hospital.

Wabash General Hospital, through its existing agreements, shall arrange for safe transportation, if required, of all children, supplies, and documents to support the temporary management of childcare services and equipment to Small World.

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

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

The provision for childcare services and equipment shall only exist until such time that arrangements can be made to safely transfer or discontinue the care/treatment/use of equipment of said parties.

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

J. J. Purvis, CEO
Wabash General Hospital

Board Chairman
IECC District #529 Board of Trustees

Date

Date

Agenda Item #8F

Employee Health and Dental Insurance Renewal

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: Employee Health and Dental Insurance Renewal

Blue Cross Blue Shield (BCBS) has proposed an overall 15.3% average rate increase for District employees' health coverage and a 1.9% decrease in dental rates.

Beginning in calendar year 2010, the District implemented a "Qualified High Deductible Health Plan" (QHDHP) to hold down the cost of providing health care coverage to District employees and to reduce the size of annual health insurance premium increases. The District also created Health Savings Accounts (HSA) and implemented a Medical Reimbursement Plan (MRP) for eligible employees.

The administration believes the District's QHDHP and MRP have been successful in reducing the size of increases of the District's annual health care premiums by promoting consumerism and stressing employee ownership in their ability to affect premiums. The recent history of the District's health rate increases follow:

Rate Increase History

| | |
|-------------------------------------|--|
| January 1, 2011 – December 31, 2011 | 8.5% Increase |
| January 1, 2012 – December 31, 2012 | 7.2% Increase |
| January 1, 2013 – December 30, 2013 | 5.6% Increase |
| January 1, 2014 – December 30, 2014 | 12.3% Increase (Includes 3.3% for ACA) |
| January 1, 2015 – December 30, 2015 | (5.6%) Decrease |
| January 1, 2016 – December 30, 2016 | 15.3% Increase |

BCBS has proposed a 1.9% decrease in dental premiums. The District's dental plan covers all full-time employees. The dental renewal rates are comparable to the rates three years ago.

The January 1, 2016 renewal for BCBS will also include language that continues to include Level 2 employees to the group of employees eligible for health insurance coverage. Level 2 employees are employees who average between 30 – 39.99 hours of service per week. These employees are eligible for health insurance benefits and they pay 9% of gross wages towards the cost of the premium for the District plan.

I recommend that the Board accept the renewal as proposed by BCBS of Illinois, to be effective January 1, 2016 to December 31, 2016. The proposed rates are attached for your review.

TLB/akb

Attachment

**BCBS Rates and Deduction Amounts - Effective 01/01/2016
for Level I Employees**

**DISTRICT Plan Rates - MEDICAL
(High Deductible Plan)**

| | <u>Monthly Rate</u> | <u>Employer Monthly Contribution</u> | <u>Employee Monthly Deduction</u> |
|---------------|---------------------|--|---------------------------------------|
| Employee Only | \$818.03 | \$818.03 | \$0.00 |
| E & Spouse | \$1,762.47 | \$818.03 | \$944.44 |
| E & Children | \$1,304.30 | \$818.03 | \$486.27 |
| E & Family | \$2,380.24 | \$818.03 | \$1,562.21 |

Optional Plan Rates - MEDICAL

| | <u>Monthly Rate</u> | <u>Employer Monthly Contribution</u> | <u>Employee Monthly Deduction</u> |
|---------------|---------------------|--|---------------------------------------|
| Employee Only | \$962.88 | \$818.03 | \$144.85 |
| E & Spouse | \$2,074.62 | \$818.03 | \$1,256.59 |
| E & Children | \$1,535.31 | \$818.03 | \$717.28 |
| E & Family | \$2,801.79 | \$818.03 | \$1,983.76 |

Dental Rates - Same for all Plans

| | <u>Monthly Rate</u> | <u>Employer Monthly Contribution</u> | <u>Employee Monthly Deduction</u> |
|---------------|---------------------|--|---------------------------------------|
| Employee Only | \$28.54 | \$28.54 | \$0.00 |
| E & Spouse | \$58.30 | \$28.54 | \$29.76 |
| E & Children | \$73.72 | \$28.54 | \$45.18 |
| E & Family | \$78.79 | \$28.54 | \$50.25 |

Agenda Item #8G

Health Savings Accounts, Calendar Year 2016

Agenda Item #8G

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: October 20, 2015

RE: Health Savings Accounts, Calendar Year 2016

Beginning in calendar year 2010, the Board had approved the offering of a Qualified High Deductible Health Plan (District Plan) to all non-faculty employees. The Board implemented a plan allowing Health Savings Accounts (HSA) that enabled qualified employees in the District Plan to set aside money in pre-tax dollars.

Bargaining unit faculty are eligible to participate in the HSA program. Pursuant to the current bargaining unit faculty contract, the Board agreed to a \$1,000 HSA contribution for both calendar years 2015 and 2016 for faculty. Since the HSA program requires equal contributions, the Board will also need to contribute \$1,000 to each non-bargaining unit employee's HSA. This contribution would be only for non-bargaining unit employees working at least 40 hours of service per week.

The Board normally establishes the amount of the District's contribution to the District Plan participant's HSA prior to the beginning of the open enrollment period which will begin the end of October and run through early December. Recent contributions to qualified employees' HSA are shown below:

Calendar Year 2012 - \$1,000
Calendar Year 2013 - \$1,000
Calendar Year 2014 - \$1,000
Calendar Year 2015 - \$1,000
Calendar Year 2016 - \$1,000 (Recommended)

The Administration believes the District's high deductible plan has been successful in reducing the size of premium increases. I recommend that the Board make a \$1,000 contribution for Calendar Year 2016 to each qualified employee's HSA. A qualified employee being all bargaining unit faculty employees and all non-bargaining unit employees working at least 40 hours of service per week as defined in Business Procedure 300.1 for Employee Benefits.

TLB/akb

Agenda Item #8H

Annual Financial Report

MEMORANDUM

TO: Board of Trustees

DATE: October 20, 2015

FROM: Terry L. Bruce

RE: Annual Financial Report

Pursuant to Section 3-22.2 of the Public Community College Act, each district is required to annually publish a financial statement prior to November 15, in a newspaper of general circulation in the district. Then a copy of this publication must be filed with the Illinois Community College Board (ICCB) by December 1.

Attached is the Annual Financial Report for IECC that will be published.

I recommend the Board approve the Annual Financial Report for IECC so that it may be published locally and filed with the ICCB on a timely basis.

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529

**ANNUAL FINANCIAL REPORT
For the Fiscal Year Ended June 30,2015**

Community College District No. 529 Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White, State of Illinois

Total District Assessed Valuation: \$1,355,971,691
Total District Bonded Debt: \$ 6,210,000

| Tax Revenues: | <u>Extensions</u> | <u>Rates</u> |
|--|-------------------|--------------|
| Education Fund | \$ 2,372,951 | 0.00175 |
| Operations and Maintenance Fund | \$ 1,016,979 | 0.00075 |
| Bond and Interest Fund | \$ 2,126,537 | 0.00157 |
| Liability, Protection, and Settlement Fund | \$ 654,180 | 0.00048 |
| Audit Fund | \$ 67,780 | 0.00005 |

**STATEMENT OF REVENUE AND EXPENDITURES
For the Fiscal Year Ended 2015**

| <u>REVENUE BY SOURCE</u> | <u>Education Fund</u> | <u>Operations & Maintenance Fund</u> | <u>Debt Service Fund</u> | <u>Other Tax Funds</u> |
|---|---------------------------|--|----------------------------------|----------------------------|
| Local Government | 2,829,463 | 1,212,388 | 1,740,077 | 5,232,586 |
| State Government | 11,255,911 | 1,700,243 | - | 1,397,281 |
| Federal Government | - | - | - | - |
| Student Tuition and Fees | 12,760,302 | - | - | - |
| Other Sources | <u>302,266</u> | <u>186,726</u> | <u>6,933</u> | <u>183,920</u> |
| TOTAL REVENUE | <u>27,147,942</u> | <u>3,099,357</u> | <u>1,747,010</u> | <u>6,813,787</u> |
| <u>EXPENDITURES BY PROGRAM</u> | | | | |
| Instruction | 12,434,222 | - | - | - |
| Academic Support | 488,613 | - | - | - |
| Student Services | 1,912,035 | - | - | - |
| Public Services | 66,440 | - | - | - |
| Auxiliary Enterprises | 117 | - | - | 27 |
| Operation and Maintenance of Plant | 62,631 | 3,009,123 | - | 4,690 |
| Institutional Support | 5,474,388 | 10,043 | 2,001,075 | 4,036,560 |
| Scholarships, Student Grants, and Waivers | <u>6,837,162</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| TOTAL EXPENDITURES | <u>27,275,608</u> | <u>3,019,166</u> | <u>2,001,075</u> | <u>4,041,277</u> |
| OTHER FINANCING USES: Operating Transfers-In / (Out) | <u>(1,273,376)</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| FUND BALANCE (Deficit), June 30, 2015 | <u>16,735,178</u> | <u>5,162,525</u> | <u>180,458</u> | <u>3,956,990</u> |

Illinois Eastern Community Colleges offers a wide variety of educational opportunities.

Frontier Community College, Lincoln Trail College, Olney Central College and Wabash Valley College offer degrees in Associate in Arts, Associate in Science, Associate in General Studies, Associate in Science and Arts, Certificate in General Studies and Certificates in (8) eight Vocational Skills areas.

In addition, Frontier Community College offers (37) thirty-seven Certificates in Career and Technical Education and (10) ten Associate in Applied Science degrees. Frontier delivers the above offerings to (5) five of the Counties of Illinois Eastern Community College District No. 529.

Lincoln Trail College offers (24) twenty-four Certificates in Career and Technical Education and (13) thirteen Associate in Applied Science Degrees in Career and Technical Education.

Olney Central College offers (29) twenty-nine Certificates in Career and Technical Education and (15) fifteen Associate in Applied Science Degrees in Career and Technical Education.

Wabash Valley College offers (31) thirty-one Certificates in Career and Technical Education and (16) sixteen Associate in Applied Science Degrees in Career and Technical Education.

Annual Enrollment Data by Semester, including Summer Term:

| | |
|---------------------------|-----------------------------|
| Headcount: 30,968 | Full-time Equivalent: 4,517 |
| Staff Data: Full-time 300 | Part-time: 775 |

All accounts of said Illinois Eastern Community College District No. 529 were audited by Clifton Larson Allen, LLP, Certified Public Accountants, for the fiscal year July 1, 2014 through June 30, 2015.

Dated at Olney, Illinois, this 20th day of October 2015.

Chairman, Board of Trustees: _____
G. Andrew Fischer

Secretary, Board of Trustees: _____
Renee Smith

Treasurer, Board of Trustees: _____
Roger Browning

It is the policy of the Board of Trustees of Illinois Eastern Community Colleges not to discriminate on the basis of race, color, religion, sex, age, disability, or national origin. Illinois Eastern Community Colleges operates pursuant to all applicable laws relating to the Americans with Disabilities Act, PL 101-336. Inquiries regarding compliance with the policy may be directed to:

Equal Opportunity Officers:

Bonnie Chaplin, IECC District Office, Olney, IL
Paul Bruinsma, Frontier Community College, Fairfield, IL
David Carpenter, Lincoln Trail College, Robinson, IL
Adam Greathouse, Olney Central College, Olney, IL
Katie Hinderliter, Wabash Valley College, Mt. Carmel, IL

Agenda Item #8I

**Resolution of Intent to Levy an Additional Tax pursuant to Article 3 of the Public
Community College Act of the State of Illinois, as Amended**

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: Resolution of Intent to Levy an Additional Tax

Section 3-14.3 of the Public Community College Act allows districts eligible for Equalization grants to levy up to the combined statewide average tax rate for educational and operations and maintenance purposes, if they currently are levying less than that amount. The Illinois Community College Board has certified that Illinois Eastern Community College District #529 is eligible levy this additional tax. The additional tax rate allowed is 4.63 cents and the amount of the additional tax revenue would be \$609,655.00.

Within ten days of the adoption of a resolution approving the District's intent to levy the additional taxes, the District will publish a notice of its intent.

If a petition is received within 30 days of the public notice and such petition is signed by 10% or more of the registered voters in the district, then the proposed increase will be placed on the ballot at the next regularly scheduled election.

I recommend that the Board adopt the attached Resolution declaring the intention of IECC to levy an additional tax for educational and operations and maintenance purposes.

TLB/rs

Attachment

RESOLUTION declaring the intention of Illinois Eastern Community College District # 529 to avail of the provisions of Article 3 of the Public Community College Act of the State of Illinois, as amended, and to levy an additional tax for the purpose of increasing the total taxing authority of the district to the most recently reported statewide average actual levy rate for educational and operations and maintenance purposes, and directing that notice of such intention be published as provided by law.

* * *

WHEREAS, pursuant to the provisions of Article 3 of the Public Community College Act of the State of Illinois, as amended (the “Act”), Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “District”), is authorized to levy an additional tax for the purpose of increasing the total taxing authority of the district to the most recently reported statewide average actual levy rate for educational and operations and maintenance purposes ; and

WHEREAS, the District has recently been notified by the Illinois Community College Board that the actual combined statewide average levy rate for educational and operations and maintenance purposes is 29.63 cents per \$ 100 of equalized assessed valuation; and

WHEREAS, the current combined maximum authorized levy rate for educational and operations and maintenance purposes is 25.0 cents per \$ 100 of equalized assessed valuation; and

WHEREAS, before the additional tax can be levied pursuant to the Act, the Board must adopt a resolution declaring its intention to levy such additional tax for the purpose of increasing the total taxing authority of the district to the most recently reported statewide average actual levy rate for educational and operations and maintenance purposes and direct that notice of such intention to levy the additional tax be given as provided by law; and

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford,

Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Additional tax levy rate. It is hereby found, determined and declared that the maximum combined authorized tax levy rate of the District for education and operations and maintenance purposes is less than the statewide average actual levy rate for educational and operations and maintenance purposes.

Section 3. Declaration of Intent. The Board does hereby determine and declare its intention to avail the provisions of Article 3 of the Act and to levy an additional tax in the amount of \$609,655 upon the taxable property of the district.

Section 4. Notice of Intent. Notice of said intention to avail of the provisions of Article 3 of the Act and to levy such additional tax shall be given by publication of such notice once in the *Olney Daily Mail*, the same being a newspaper of general circulation in the District.

Section 5. Form of Notice. The notice of intention to levy such additional tax shall be in substantially the following form:

**NOTICE OF INTENTION OF
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529,
COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON,
JASPER, LAWRENCE, WABASH, WAYNE AND WHITE AND STATE OF ILLINOIS
TO LEVY AN ADDITIONAL TAX FOR EDUCATION AND OPERATIONS AND MAINTENANCE**

PUBLIC NOTICE is hereby given that on the 20th day of October, 2015, the Board of Trustees (the "*Board*") of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), adopted a resolution declaring its intention to levy an additional tax in the amount of \$609,655 upon the taxable property of the district to avail the Board of the provisions of Article 3 (Section 3-14 to 3-14.3, inclusive) of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, in order to increase the total taxing authority of the district to the most recently reported statewide average actual levy rate per \$ 100 of equalized assessed value for educational and operations and maintenance purposes .

A petition may be filed with the Secretary of the Board (the "*Secretary*") within thirty (30) days after the date of publication of this notice, signed by not less than 7,139 voters of the District, said number of voters being equal to ten per cent (10%) of the registered voters of the District, requesting that the proposition to levy said additional tax as authorized by the provisions of said Article 3 be submitted to the voters of the District. If such petition is filed with the Secretary within thirty (30) days after the date of publication of this notice, an election on the proposition to levy such additional tax shall be held on the 15th day of March, 2016. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the District shall thereafter be authorized to levy said additional tax for the purpose hereinabove provided.

By order of the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

DATED this 20th day of October, 2015.

Renee Smith
Secretary, Board of Trustees,
Community College District No. 529,
Counties of Richland, Clark, Clay,
Crawford, Cumberland, Edwards, Hamilton,
Jasper, Lawrence, Wabash, Wayne and
White and State of Illinois

G. Andrew Fischer
Chairman, Board of Trustees,
Community College District No. 529,
Counties of Richland, Clark, Clay,
Crawford, Cumberland, Edwards, Hamilton,
Jasper, Lawrence, Wabash, Wayne and
White and State of Illinois

Section 6. Further Proceedings. If no petition signed by the requisite number of voters is filed with the Secretary of the Board within thirty (30) days after the date of the publication of such notice of intention to levy such additional tax, the Board shall, by appropriate proceedings to be hereafter taken, provide for the levy to increase the total taxing authority of the district to the most recently reported statewide average actual levy rate for educational and operations and maintenance purposes.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Repealer and Effective Date. All resolutions and parts of resolutions in conflict herewith be and the same are hereby repealed and that this Resolution be in full force and effect forthwith upon its adoption.

Adopted October 20, 2015.

Chairman, Board of Trustees

Secretary, Board of Trustees

Agenda Item #8J

2015 Estimated Tax Levy Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: 2015 Estimated Tax Levy Resolution

Each year the Board of Trustees certifies the District's estimated tax levy for the year. The 2015 estimated tax levy resolution for taxes due and collectible in 2016 follows this memo.

The resolution establishes the levy for the education fund and the operations and maintenance fund. In addition, the District's certificate of tax levy will carry a statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, tort liability, workers compensation, audit, and unemployment and other insurance.

I ask the Board's approval of this Estimated Tax Levy Resolution.

TLB/akb

Attachment

**RESOLUTION REGARDING ESTIMATED AMOUNTS
NECESSARY TO BE LEVIED FOR THE YEAR 2015**

WHEREAS, the Truth in Taxation Law requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the district; and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the district's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year; and

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2014 was:

| | |
|--|-----------------|
| Education Purposes | \$2,372,951 |
| Operations and Maintenance Purposes | 1,016,979 |
| Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions | 654,181 |
| Audit | 67,800 |
| Other | 0 |
| Total | \$4,111,911 |

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2015 is as follows:

| | |
|--|-----------------|
| Education Purposes | \$2,467,500 |
| Operations and Maintenance Purposes | 1,057,500 |
| Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions | 670,000 |
| Audit | 80,000 |
| 110 ILCS 805/3-14.3 Additional Tax | 609,655 |
| Total | \$4,884,655 |

WHEREAS, the Truth in Taxation Law, as amended, requires that all taxing districts in the State of Illinois provide a date in the Notice concerning the levies made for debt service made pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2014 was \$2,126,537; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2015 is \$2,096,350.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees, Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, as follows:

Section 1: The aggregate amount of taxes estimated to be levied for the year 2015, exclusive of bond and interest costs, is \$4,884,655.

Section 2: The aggregate amount of taxes estimated to be levied for the year 2015, exclusive of bond and interest costs, does exceed 105% of the taxes extended by the district in the year 2014.

Section 3: The aggregate amount of taxes estimated to be levied for the year 2015 for debt service is a 1% decrease over the taxes extended for debt service for 2014.

Section 4: Public notice shall be given in the following newspapers of general circulation in said district,

Marshall Advocate, Clark County
Clay County Advocate-Press, Clay County
Robinson Daily News, Crawford County
Toledo Democrat, Cumberland County
The Prairie Post, Edwards County
McLeansboro Times-Leader, Hamilton County
Newton Press-Mentor, Jasper County
Lawrenceville Daily Record, Lawrence County
Olney Daily Mail, Richland County
Daily Republican Register, Wabash County
Wayne County Press, Wayne County
Carmi Times, White County

and a public hearing shall be held, all in the manner and time prescribed in said notice, which notice shall be published not more than 14 days nor less than 7 days prior to said hearing, and shall be not less than 1/8 page in size, with type no smaller than twelve (12) point, enclosed in a black border not less than 1/4 inch wide and in substantially the following form:

**NOTICE OF PROPOSED TAX INCREASE FOR
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529**

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2015 will be held on October 20, 2015 at 7:00 p.m. at Wabash Valley College, Mt. Carmel, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Roger Browning, Chief Finance Officer, 233 East Chestnut Street, Olney, IL 62450; phone: (618.393.2982).

- II. The corporate and special purpose property taxes extended or abated for the year 2014 were \$4,111,911.

The proposed corporate and special purpose property taxes to be levied for 2015 are \$4,884,655. This represents an 18% increase over the previous year extension.

- III. The property taxes extended for debt service for 2014 were \$2,126,537.

The estimated property taxes to be levied for debt service and public building commission leases for 2015 are \$2,096,350. This represents a 1% decrease over the previous year.

- IV. The total property taxes extended or abated for 2014 were \$6,238,427.

The estimated total property taxes to be levied for 2015 are \$7,011,192. This represents a 12% increase over the previous year extension.

Section 5: This resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 20th day of October 2015.

BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY COLLEGES
COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS,
HAMILTON, JASPER, LAWRENCE, WABASH,
WAYNE AND WHITE
STATE OF ILLINOIS

By: _____

Chairman

ATTEST:

Secretary

Agenda Item #8K

Resolution Establishing Tax Levy Hearing

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: Resolution Establishing Tax Levy Hearing

The Board of Trustees annually adopts a resolution establishing the District's estimated tax levy. If the adoption of that resolution results in a greater than 5% increase in the proposed property tax levy over the previous year's extension (exclusive of bond and interest costs), a tax levy hearing must be held.

The resolution which follows would:

- 1) Establish a fiscal year of July 1, 2016 – June 30, 2017
- 2) Require the publication of a public notice of a hearing on the tax levy
- 3) Require a hearing on November 17, 2015
- 4) Notify the public that a tax levy would be adopted by the Board on November 17, 2015.

I ask the approval of the Resolution Establishing a Tax Levy Hearing.

TLB/akb

Attachment

RESOLUTION
ESTIMATED 2015 TAX LEVY
HEARING

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for 2015 for taxes due and collectible in 2016:

1. Date of Fiscal Year: July 1, 2016 - June 30, 2017
2. Publication of Notice of Public Hearing on Tax Levy: After November 4, 2015 and before November 10, 2015.
3. Public Hearing on Tax Levy: November 17, 2015, at the hour of 7:00 p.m. local time, Frontier Community College, Fairfield, Illinois.
4. Adoption of Tax Levy: November 17, 2015, following the Public Hearing.

BY ORDER OF THE BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT NO. 529

Chairman, Board of Trustees Date

Secretary, Board of Trustees Date

Agenda Item #8L

Affiliation Agreements

North Wayne Ambulance – Emergency Response
Wayne County Ambulance – Emergency Response
Christopher Rural Health Planning Corporation – Health Informatics
Office of Dr. David Link – Health Informatics
Good Samaritan Hospital – Medical Office Assistant
Christopher Rural Health Planning Corporation – Phlebotomy
Crawford Memorial Hospital – Phlebotomy
Lawrence County Hospital – Phlebotomy
Paris Community Hospital – Phlebotomy
Richland Memorial Hospital – Phlebotomy
Weber Medical Clinic - Phlebotomy

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: October 20, 2015
RE: Affiliation Agreements

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

IECC wishes to enter into affiliation agreements for the following programs and locations:

Emergency Response Program

North Wayne Ambulance Service – Cisne
Wayne County Ambulance Service – Fairfield

Health Informatics

Christopher Rural Health Planning Corporation*
Office of Dr. David Link - Fairfield

Medical Office Assistant and Medical Coding

Good Samaritan Hospital – Vincennes

Phlebotomy

Christopher Rural Health Planning Corporation*
Crawford Memorial Hospital - Robinson
Lawrence County Hospital - Lawrenceville
Paris Community Hospital - Paris
Richland Memorial Hospital - Olney
Weber Medical Clinic - Olney

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

TLB/rs

Attachments

*Locations in Illinois include Christopher, Carmi, Eldorado, Flora, Johnston City, Sesser, Albion, DuQuoin, Fairfield, Herrin, Mt. Vernon and Shawneetown.

AFFILIATION AGREEMENT

Between
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529
FRONTIER COMMUNITY COLLEGE
and
NORTH WAYNE AMBULANCE
for
EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 26th day of October, 2015, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and NORTH WAYNE AMBULANCE, Cisne, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the PROGRAM for observation and participation by the students and faculty of the DISTRICT's PROGRAM, subject to the conditions and limitations contained herein;
2. The arrangements for use of said facilities of the AGENCY will be made by the Program Director of the Emergency Preparedness & Industrial Quality Management Program on behalf of the DISTRICT and the Director on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses;
3. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;
4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;

6. The DISTRICT will maintain on file, copies of the following student information, that shall be made available to the AGENCY upon request: valid Illinois driver's license, current CPR certification, current Illinois EMT-B licensure (applicable to Paramedic students), background screen results, drug screen results, immunization record, health examination record, proof of health coverage, proof of seasonal flu vaccination administered since August of the current academic year, and documentation by the DISTRICT instructor confirming that the student has completed and passed specific, required competencies prior to AGENCY clinical rotation.
7. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;
8. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
9. DISTRICT faculty will:
 - a. be responsible for guiding students and teaching the PROGRAM;
 - b. work with the staff of the AGENCY in coordination of the clinical field training objectives to be completed at the AGENCY;
 - c. coordinate the student clinical assignment with the Agency appointed Field Training Officer; and
 - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical field training setting;
10. The AGENCY's Director will coordinate with the DISTRICT and the AGENCY's Field Training Officer to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives; students will be charged with maintaining evaluation forms to be completed by the AGENCY appointed Field Training Officer;
11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
12. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
13. PROGRAM students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY;
14. Students are responsible for seeking health care if the need arises. Students are required to carry their own health coverage and are required to pay their own health care fees;
15. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job;
16. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT will furnish the AGENCY, upon request, a medical record for each participating student

showing that said student fully complies with the health requirements required by the AGENCY;

17. The faculty and students of the DISTRICT participating in the clinical field training experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
18. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff; the AGENCY will coordinate with the DISTRICT PROGRAM faculty and director to determine AGENCY staff who will serve as Field Training Officers during the duration of the four-paramedic course series. AGENCY staff will be expected to read and acknowledge acceptance of the FCC EP's Field Training Officer Field Training Guide, read and acknowledge acceptance of a FERPA (Family Educational Rights and Privacy Act) tutorial, and complete an FTO agreement provided by the DISTRICT PROGRAM.
19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
20. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY (See attached Certificate of Insurance);
21. AGENCY will not request monetary reimbursement from PROGRAM students and faculty assigned to, or making use of any clinical facilities of the AGENCY under the contemplated program.
22. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
23. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 26th day of October, 2015.

NORTH WAYNE AMBULANCE

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529, FRONTIER
COMMUNITY COLLEGE

Director

Chairman, IECC Board of Trustees

Chairman, North Wayne Ambulance Board

CEO, Illinois Eastern Community Colleges

President, Frontier Community College

AFFILIATION AGREEMENT

Between
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529
FRONTIER COMMUNITY COLLEGE
and
WAYNE COUNTY AMBULANCE
for
EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 26th day of October, 2015, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and WAYNE COUNTY AMBULANCE, Fairfield, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the PROGRAM for observation and participation by the students and faculty of the DISTRICT's PROGRAM, subject to the conditions and limitations contained herein;
2. The arrangements for use of said facilities of the AGENCY will be made by the Program Director of the Emergency Preparedness & Industrial Quality Management Program on behalf of the DISTRICT and the Director on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses;
3. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;
4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;

6. The DISTRICT will maintain on file, copies of the following student information, that shall be made available to the AGENCY upon request: valid Illinois driver's license, current CPR certification, current Illinois EMT-B licensure (applicable to Paramedic students), background screen results, drug screen results, immunization record, health examination record, proof of health coverage, proof of seasonal flu vaccination administered since August of the current academic year, and documentation by the DISTRICT instructor confirming that the student has completed and passed specific, required competencies prior to AGENCY clinical rotation.
7. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;
8. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
9. DISTRICT faculty will:
 - a. be responsible for guiding students and teaching the PROGRAM;
 - b. work with the staff of the AGENCY in coordination of the clinical field training objectives to be completed at the AGENCY;
 - c. coordinate the student clinical assignment with the Agency appointed Field Training Officer; and
 - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical field training setting;
10. The AGENCY's Director will coordinate with the DISTRICT and the AGENCY's Field Training Officer to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives; students will be charged with maintaining evaluation forms to be completed by the AGENCY appointed Field Training Officer;
11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
12. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
13. PROGRAM students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY;
14. Students are responsible for seeking health care if the need arises. Students are required to carry their own health coverage and are required to pay their own health care fees;
15. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job;
16. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT will furnish the AGENCY, upon request, a medical record for each participating student

showing that said student fully complies with the health requirements required by the AGENCY;

17. The faculty and students of the DISTRICT participating in the clinical field training experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
18. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff; the AGENCY will coordinate with the DISTRICT PROGRAM faculty and director to determine AGENCY staff who will serve as Field Training Officers during the duration of the four-paramedic course series. AGENCY staff will be expected to read and acknowledge acceptance of the FCC EP's Field Training Officer Field Training Guide, read and acknowledge acceptance of a FERPA (Family Educational Rights and Privacy Act) tutorial, and complete an FTO agreement provided by the DISTRICT PROGRAM.
19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
20. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY (See attached Certificate of Insurance);
21. AGENCY will not request monetary reimbursement from PROGRAM students and faculty assigned to, or making use of any clinical facilities of the AGENCY under the contemplated program.
22. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
23. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 26th day of October, 2015.

WAYNE COUNTY AMBULANCE

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529, FRONTIER
COMMUNITY COLLEGE

Director

Chairman, IECC Board of Trustees

Chairman, Wayne Co. Ambulance Board

CEO, Illinois Eastern Community Colleges

President, Frontier Community College

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT # 529
FRONTIER COMMUNITY COLLEGE
HEALTH INFORMATICS PROGRAM
AGENCY AGREEMENT

THIS AGREEMENT made and entered into this 20th day of October, 2015 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE, for its Health Informatics Program (hereinafter referred to as FRONTIER COMMUNITY COLLEGE and CHRISTOPHER RURAL HEALTH PLANNING CORPORATION (hereinafter referred to as AGENCY), which includes the following locations:

Christopher REA Clinic
4241 St Hwy 14 W Christopher, IL
Phone: 800-408-7351

Albion Community Health Center
33 W Main St Albion, IL
Phone: 618-445-2287

CRHPC-Carmi Health Center
103 Commerce St Carmi, IL
Phone: 618-384-5686

DuQuoin REA Clinic
119 Gas Plant Rd DuQuoin, IL
Phone: 618-542-8702

Eldorado Rural Health Clinic
1401 US Hwy 45N
Eldorado, IL 62930
Phone: (618)273-2951

Fairfield Community Health Center
209 NW 11th St. Fairfield, IL
Phone: 618-842-4470

Clay Medical Center
201 E North Ave Flora, IL
Phone: 618-662-8386

Herrin Rea Clinic
3303 Logan Dr Herrin, IL
Phone: 618-993-5767

Johnston City Community Health Center
14410 Rt 37 Johnston City, IL
Phone: 618-983-6911

Mt. Vernon Community Health Center
2920 Veterans Memorial Dr
Phone: (618)244-6544

Sesser Community Health Center
6294 Rt 154 E Sesser, IL
Phone: 618-625-6979

Shawneetown Community Health Center
9525 Gold Hill Rd Shawneetown, IL
Phone: 618-269-3815

WITNESSETH THAT:

WHEREAS, FRONTIER COMMUNITY COLLEGE desires to make use of the AGENCY'S facilities for Internships by students of the Health Informatics Program, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and faculty of FRONTIER COMMUNITY COLLEGE for the purpose of gaining knowledge and experience in the field of Health Informatics,

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 for Health Informatics internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Health Informatics lead faculty on behalf of FRONTIER COMMUNITY COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.
3. The FRONTIER COMMUNITY COLLEGE lead faculty will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the FRONTIER COMMUNITY COLLEGE lead faculty. The lead faculty will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.
4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard of safety, health, and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The FRONTIER COMMUNITY COLLEGE lead faculty will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. The process will be cleared through the FRONTIER COMMUNITY COLLEGE lead faculty who will remove the student(s) from the internship.
5. If a physical exam or TB test is required, these will be scheduled through AGENCY with no cost to the student.

The 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.

6. The student(s) and lead faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, FRONTIER COMMUNITY COLLEGE lead faculty and student(s). Compensation is not a requirement. Neither FRONTIER COMMUNITY COLLEGE nor AGENCY 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. Student(s) shall be covered by professional liability insurance through FRONTIER COMMUNITY COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made in December of each year, as requested by facility, if either party requests the review. If AGENCY wants to continue with agreement, no action should be taken. If AGENCY wishes to review and modify AGREEMENT, contact should be made with FRONTIER COMMUNITY COLLEGE. 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 FRONTIER COMMUNITY COLLEGE's Health Informatics 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 experience needed for graduation at the AGENCY.

9. AGENCY may require the removal of a student, if this is deemed necessary by the AGENCY in the interest of patient care.

The student(s) subject to this agreement are not agents or employees of the AGENCY.

FRONTIER COMMUNITY COLLEGE will maintain for each Student and faculty member assigned to AGENCY professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. If FRONTIER COMMUNITY COLLEGE procures professional liability coverage that is not on an "occurrence basis," FRONTIER COMMUNITY COLLEGE or Student shall, at all times,

maintain insurance coverage for medical professional liability directly or indirectly resulting from acts or omissions of FRONTIER COMMUNITY COLLEGE or FRONTIER COMMUNITY COLLEGE's employees and agents (including Student), occurring in whole or in part during the term of this agreement ("Continuing Coverage"). In addition, FRONTIER COMMUNITY COLLEGE shall maintain general liability insurance on an occurrence basis for FRONTIER COMMUNITY COLLEGE and all its Students, employees, and faculty members participating in training programs at AGENCY. The limits for general liability shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. FRONTIER COMMUNITY COLLEGE shall also maintain workers' compensation insurance for any employees of FRONTIER COMMUNITY COLLEGE performing services under this agreement. FRONTIER COMMUNITY COLLEGE shall furnish AGENCY with a certificate of insurance before the beginning date of each Student's assignment at the AGENCY. Such certificate of insurance shall provide that AGENCY shall receive thirty (30) days' written notice prior to the effective date of any cancellation of such insurance. FRONTIER COMMUNITY COLLEGE agrees that it and its students and faculty will comply with the purpose and standards recommended by The Joint Commission.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 20th day of October, 2015.

**CHRISTOPHER RURAL HEALTH
PLANNING CORPORATION
4241 IL-14
CHRISTOPHER IL 62822
(618) 984-2695**

**ILLINOIS EASTERN COMMUNITY COLLEGES
FRONTIER COMMUNITY COLLEGE,**

Chairman, IECC Board of Trustees

Administrator, Hospital or Agency

President, Frontier Community College

Dean, Frontier Community College

Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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.

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT # 529
FRONTIER COMMUNITY COLLEGE
HEALTH INFORMATICS PROGRAM
AGENCY AGREEMENT

THIS AGREEMENT made and entered into this 20th day of October, 2015 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE, for its Health Informatics Program (hereinafter referred to as FRONTIER COMMUNITY COLLEGE) and David Link, DMD (hereinafter referred to as AGENCY):

WITNESSETH THAT:

WHEREAS, FRONTIER COMMUNITY COLLEGE desires to make use of the AGENCY'S facilities for Internships by students of the Health Informatics Program, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and faculty of FRONTIER COMMUNITY COLLEGE for the purpose of gaining knowledge and experience in the field of Health Informatics,

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 for Health Informatics internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Health Informatics lead faculty on behalf of FRONTIER COMMUNITY COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.
3. The FRONTIER COMMUNITY COLLEGE lead faculty will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the FRONTIER COMMUNITY COLLEGE lead faculty. The lead faculty will

periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard of safety, health, and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The FRONTIER COMMUNITY COLLEGE lead faculty will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. The process will be cleared through the FRONTIER COMMUNITY COLLEGE lead faculty who will remove the student(s) from the internship.

5. If a physical exam or TB test is required, these will be scheduled through AGENCY with no cost to the student.

The 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.

6. The student(s) and lead faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, FRONTIER COMMUNITY COLLEGE lead faculty and student(s). Compensation is not a requirement. Neither FRONTIER COMMUNITY COLLEGE nor AGENCY 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. Student(s) shall be covered by professional liability insurance through FRONTIER COMMUNITY COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made in December of each year, as requested by facility, if either party requests the review. If AGENCY wants to continue with agreement, no action should be taken. If AGENCY wishes to review and modify AGREEMENT, contact should be made with FRONTIER COMMUNITY COLLEGE. 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 FRONTIER COMMUNITY COLLEGE's Health Informatics 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 experience needed for graduation at the AGENCY.

9. AGENCY may require the removal of a student, if this is deemed necessary by the AGENCY in the interest of patient care.

The student(s) subject to this agreement are not agents or employees of the AGENCY.

FRONTIER COMMUNITY COLLEGE will maintain for each Student and faculty member assigned to AGENCY professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. If FRONTIER COMMUNITY COLLEGE procures professional liability coverage that is not on an "occurrence basis," FRONTIER COMMUNITY COLLEGE or Student shall, at all times, maintain insurance coverage for medical professional liability directly or indirectly resulting from acts or omissions of FRONTIER COMMUNITY COLLEGE or FRONTIER COMMUNITY COLLEGE's employees and agents (including Student), occurring in whole or in part during the term of this agreement ("Continuing Coverage"). In addition, FRONTIER COMMUNITY COLLEGE shall maintain general liability insurance on an occurrence basis for FRONTIER COMMUNITY COLLEGE and all its Students, employees, and faculty members participating in training programs at AGENCY. The limits for general liability shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. FRONTIER COMMUNITY COLLEGE shall also maintain workers' compensation insurance for any employees of FRONTIER COMMUNITY COLLEGE performing services under this agreement. FRONTIER COMMUNITY COLLEGE shall furnish AGENCY with a certificate of

insurance before the beginning date of each Student's assignment at the AGENCY. Such certificate of insurance shall provide that AGENCY shall receive thirty (30) days' written notice prior to the effective date of any cancellation of such insurance.

FRONTIER COMMUNITY COLLEGE agrees that it and its students and faculty will comply with the purpose and standards recommended by The Joint Commission.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 20th day of October, 2015.

DAVID M. LINK, DMD
301 NW 11TH STREET
FAIRFIELD IL 62837
(618)842-7140

ILLINOIS EASTERN COMMUNITY COLLEGES
FRONTIER COMMUNITY COLLEGE,

Chairman, IECC Board of Trustees

Administrator, Hospital or Agency

President, Frontier Community College

Dean, Frontier Community College

Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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.

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE
MEDICAL OFFICE ASSISTANT PROGRAM**

AGENCY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: OLNEY CENTRAL COLLEGE for its Medical Office Assistant and Medical Coding Programs. (hereinafter referred to as OLNEY CENTRAL COLLEGE) and GOOD SAMARITAN HOSPITAL, INC. (hereinafter referred to as AGENCY):

WITNESSETH THAT:

WHEREAS, OLNEY CENTRAL COLLEGE desires to make use of the AGENCY'S facilities for Internships by students of the Medical Office Assistant and Medical Coding Programs, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and faculty of OLNEY CENTRAL COLLEGE for the purpose of gaining knowledge and experience in the field of Medical Office,

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 for medical office assistant and medical coding internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Coordinator of the Medical Office Assistant Program on behalf of OLNEY CENTRAL COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.
3. OLNEY CENTRAL COLLEGE Program Coordinator will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the OLNEY CENTRAL COLLEGE Program Coordinator. The Program

Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard to safety, health and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The OLNEY CENTRAL COLLEGE Program Coordinator will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. This process will be cleared through the OLNEY CENTRAL COLLEGE Program Coordinator who will remove the student(s) from the internship.

5. If a physical exam or TB test is required, these will be scheduled through AGENCY with no cost to the student.

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.

6. The student(s) and Program Coordinator will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, OLNEY CENTRAL COLLEGE Program Coordinator and student(s). Compensation is not a requirement. Neither OLNEY CENTRAL COLLEGE nor AGENCY 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. Student(s) shall be covered by professional liability insurance through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made each spring if either party requests the review. 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 OLNEY CENTRAL COLLEGE's Medical Office Assistant and Medical Coding Programs, 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 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 on the _____ day of _____.

AGENCY

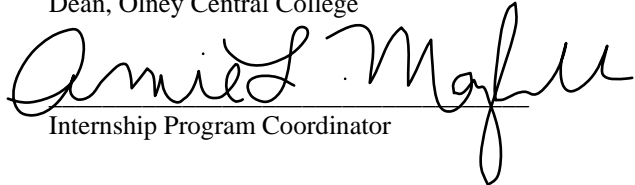
Good Samaritan Hospital
Vincennes, IN

OLNEY CENTRAL COLLEGE

Chair, IECC Board of Trustees

President, Olney Central College

Dean, Olney Central College



Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

Administrator, Hospital or Agency

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.

AFFILIATION AGREEMENT

BETWEEN

**ILLINOIS EASTERN COMMUNITY COLLEGES,
District # 529
Frontier Community College Phlebotomy Program**

AND

**CHRISTOPHER RURAL HEALTH PLANNING CORPORATION
4241 IL-14
Christopher IL 62822
618-984-2695**

THIS AGREEMENT made and entered into this 20th day of October, 2015 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Frontier Community College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and CHRISTOPHER RURAL HEALTH PLANNING CORPORATION (hereinafter referred to as AGENCY), which includes the following locations:

Christopher REA Clinic
4241 St Hwy 14 W Christopher, IL
Phone: 800-408-7351

Albion Community Health Center
33 W Main St Albion, IL
Phone: 618-445-2287

CRHPC-Carmi Health Center
103 Commerce St Carmi, IL
Phone: 618-384-5686

DuQuoin REA Clinic
119 Gas Plant Rd DuQuoin, IL
Phone: 618-542-8702

Eldorado Rural Health Clinic
1401 US Hwy 45N
Eldorado, IL 62930
Phone: (618)273-2951

Fairfield Community Health Center
209 NW 11th St. Fairfield, IL
Phone: 618-842-4470

Clay Medical Center
201 E North Ave Flora, IL
Phone: 618-662-8386

Herrin Rea Clinic
3303 Logan Dr Herrin, IL
Phone: 618-993-5767

Johnston City Community Health Center
14410 Rt 37 Johnston City, IL
Phone: 618-983-6911

Mt. Vernon Community Health Center
2920 Veterans Memorial Dr
Phone: (618)244-6544

Sesser Community Health Center
6294 Rt 154 E Sesser, IL
Phone: 618-625-6979

Shawneetown Community Health Center
9525 Gold Hill Rd Shawneetown, IL
Phone: 618-269-3815

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 20th day of October, 2015.

**CHRISTOPHER RURAL HEALTH
PLANNING CORPORATION
4241 IL-14
CHRISTOPHER, IL 62822
618-984-2695**

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529,
FRONTIER COMMUNITY COLLEGE**

Director of Medical Laboratory Services

Phlebotomy Instructor

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Frontier Community College

Chairman, IECC Board of Trustees

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

**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 14th day of August 2015,
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

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**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.

**AFFILIATION AGREEMENT
BETWEEN
ILLINOIS EASTERN COMMUNITY COLLEGES,
District # 529
Olney Central College Phlebotomy Program
AND
Paris Community Hospital
721 East Court Street
Paris, IL 61944-2460**

THIS AGREEMENT made and entered into this 18th day of September 2015, 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.

**AFFILIATION AGREEMENT
BETWEEN
ILLINOIS EASTERN COMMUNITY COLLEGES,
District # 529
Olney Central College Phlebotomy Program
AND
Richland Memorial Hospital
800 Locust Street
Olney, IL 62450**

THIS AGREEMENT made and entered into this ____ day of _____ **2015**, 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

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AFFILIATION AGREEMENT
BETWEEN
ILLINOIS EASTERN COMMUNITY COLLEGES,
District # 529
Olney Central College Phlebotomy Program
AND
Weber Medical Clinic
1200 East Street
Olney, IL 62450-2432

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

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Agenda Item #9

Bid Committee Report

None

Agenda Item #10

District Finance

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

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
September 30, 2015**

| FUND | BALANCE |
|---------------------------------------|-----------------------|
| Educational | \$3,481,210.79 |
| Operations & Maintenance | \$1,229,293.47 |
| Operations & Maintenance (Restricted) | \$1,075,267.78 |
| Bond & Interest | \$1,224,358.39 |
| Auxiliary | \$939,336.03 |
| Restricted Purposes | (\$86,663.22) |
| Working Cash | \$193,947.44 |
| Trust & Agency | \$497,966.30 |
| Audit | (\$31,998.16) |
| Liability, Protection & Settlement | \$405,569.25 |
| TOTAL ALL FUNDS | \$8,928,288.07 |

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
September 30, 2015

| | ALL FUNDS |
|--|---------------------------------|
| | Fiscal Year 2016 |
| ASSETS: | |
| CASH | 8,928,288 |
| IMPREST FUND | 21,400 |
| CHECK CLEARING | 12,500 |
| INVESTMENTS | 22,590,000 |
| RECEIVABLES | 2,746,052 |
| ACCRUED REVENUE | - |
| INTERFUND RECEIVABLES | - |
| INVENTORY | 605,104 |
| OTHER ASSETS | 607,971 |
| TOTAL ASSETS AND OTHER DEBITS: | 35,511,315 |
| LIABILITIES: | |
| PAYROLL DEDUCTIONS PAYABLE | 7,659 |
| ACCOUNTS PAYABLE | 236,747 |
| ACCRUED EXPENSES | - |
| INTERFUND PAYABLES | - |
| DEFERRED REVENUE | - |
| OTHER LIABILITIES | - |
| TOTAL LIABILITIES: | 244,406 |
| EQUITY AND OTHER CREDITS: | |
| INVESTMENT IN PLANT | 2,700,929 |
| PR YR BDGTD CHANGE TO FUND BALANCE | 1,340,823 |
| FUND BALANCES: | |
| FUND BALANCE | 19,528,359 |
| RESERVE FOR ENCUMBRANCES | 11,696,798 |
| TOTAL EQUITY AND OTHER CREDITS | 35,266,909 |
| TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS | 35,511,315 |

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 AS OF September 30, 2015

ALL FUNDS

FY 2016
 YEAR-TO-DATE

REVENUES:

| | |
|------------------------|-------------------|
| LOCAL GOVT SOURCES | 2,698,095 |
| STATE GOVT SOURCES | 0 |
| STUDENT TUITION & FEES | 6,306,308 |
| SALES & SERVICE FEES | 1,412,770 |
| FACILITIES REVENUE | 2,610 |
| INVESTMENT REVENUE | 31,867 |
| OTHER REVENUES | 45,034 |
| TOTAL REVENUES: | <u>10,496,684</u> |

EXPENDITURES:

| | |
|--------------------------|-------------------|
| INSTRUCTION | 1,997,374 |
| ACADEMIC SUPPORT | 104,461 |
| STUDENT SERVICES | 384,260 |
| PUBLIC SERV/CONT ED | 19,150 |
| OPER & MAINT PLANT | 634,545 |
| INSTITUTIONAL SUPPORT | 3,859,340 |
| SCH/STUDENT GRNT/WAIVERS | 2,685,821 |
| AUXILIARY SERVICES | 1,600,833 |
| TOTAL EXPENDITURES: | <u>11,285,784</u> |

TRANSFERS AMONG FUNDS:

| | |
|------------------------------|----------|
| INTERFUND TRANSFERS | <u>0</u> |
| TOTAL TRANSFERS AMONG FUNDS: | 0 |

| | |
|-------------------------------------|-----------------|
| NET INCREASE/DECREASE IN NET ASSETS | <u>-789,100</u> |
|-------------------------------------|-----------------|

Illinois Eastern Community Colleges
Operating Fund Analysis
CASH BASIS
July 1, 2015 -- June 30, 2016

| | Education Fund | O & M Fund | Total Operating Funds |
|---|----------------------------------|------------------------------------|--------------------------------------|
| REVENUES: | | | |
| Local Government Sources | 946,920 | 405,537 | 1,352,457 |
| State Government Sources - Current Year | - | - | - |
| State Government Sources - Prior Year | 2,165,592 | - | 2,165,592 |
| Net Tuition and Fees | 1,089,406 | - | 1,089,406 |
| Sales & Service Fees | 24,532 | - | 24,532 |
| Facilities Revenue | - | 2,040 | 2,040 |
| Investment Revenue | 15,837 | 4,682 | 20,519 |
| Other Revenues | - | - | - |
| TOTAL REVENUES: | <u>4,242,287</u> | <u>412,259</u> | <u>4,654,546</u> |
| EXPENDITURES: | | | |
| Salaries | 2,781,792 | 197,965 | 2,979,757 |
| Employee Benefits | 452,582 | 37,851 | 490,433 |
| Contractual Services | 132,909 | 67,306 | 200,215 |
| Materials | 283,639 | 35,498 | 319,137 |
| Travel & Staff Development | 31,796 | 906 | 32,702 |
| Fixed Charges | 104,837 | 6,769 | 111,606 |
| Utilities | 17,009 | 210,835 | 227,844 |
| Capital Outlay | - | 37,800 | 37,800 |
| Other | 15,331 | 39 | 15,370 |
| TOTAL EXPENDITURES: | <u>3,819,895</u> | <u>594,969</u> | <u>4,414,864</u> |
| TRANSFERS : | | | |
| Interfund Transfers | <u>(1,439,897)</u> | <u> </u> | <u>(1,439,897)</u> |
| TOTAL TRANSFERS: | <u>(1,439,897)</u> | <u> </u> | <u>(1,439,897)</u> |
| NET INCREASE / (DECREASE) | | | |
| | <u><u>(1,017,505)</u></u> | <u><u>(182,710)</u></u> | <u><u>(1,200,215)</u></u> |

**OPERATING FUNDS
COMPARISON REPORT FY14-16**

| College | Category | FISCAL YEAR 2014 | | | FISCAL YEAR 2015 | | | FISCAL YEAR 2016 | | | % of Year |
|---------------------|----------|---------------------|----------------------|------------|---------------------|----------------------|------------|---------------------|----------------------|------------|------------|
| | | Anticipated Budget | Spent Thru September | % of Bdgt | Anticipated Budget | Spent Thru September | % of Bdgt | Anticipated Budget | Spent Thru September | % of Bdgt | |
| Frontier | Bills | | \$ 358,870 | | | \$ 546,449 | | | \$ 500,410 | | |
| | Payroll | | 403,583 | | | 425,029 | | | 449,093 | | |
| | Totals | \$ 3,458,802 | 762,453 | 22% | \$ 4,283,530 | 971,478 | 23% | \$ 4,265,407 | 949,503 | 22% | 25% |
| Lincoln Trail | Bills | | 521,814 | | | 644,876 | | | 551,684 | | |
| | Payroll | | 510,880 | | | 442,791 | | | 416,724 | | |
| | Totals | \$ 4,494,153 | 1,032,694 | 23% | \$ 4,540,934 | 1,087,667 | 24% | \$ 4,505,520 | 968,408 | 21% | 25% |
| Olney Central | Bills | | 802,131 | | | 838,599 | | | 743,563 | | |
| | Payroll | | 1,082,329 | | | 893,290 | | | 813,347 | | |
| | Totals | \$ 7,839,976 | 1,884,460 | 24% | \$ 7,866,901 | 1,731,889 | 22% | \$ 7,801,886 | 1,556,910 | 20% | 25% |
| Wabash Valley | Bills | | 867,879 | | | 913,510 | | | 914,459 | | |
| | Payroll | | 625,935 | | | 566,126 | | | 573,663 | | |
| | Totals | \$ 6,078,045 | 1,493,814 | 25% | \$ 6,111,313 | 1,479,636 | 24% | \$ 6,006,922 | 1,488,122 | 25% | 25% |
| Workforce Educ. | Bills | | 1,123,159 | | | 687,577 | | | 859,544 | | |
| | Payroll | | 328,730 | | | 276,605 | | | 278,704 | | |
| | Totals | \$ 6,193,255 | 1,451,889 | 23% | \$ 5,577,344 | 964,182 | 17% | \$ 5,537,706 | 1,138,248 | 21% | 25% |
| District Office | Bills | | 71,737 | | | 66,427 | | | 70,448 | | |
| | Payroll | | 227,237 | | | 229,703 | | | 233,752 | | |
| | Totals | \$ 1,289,241 | 298,974 | 23% | \$ 1,298,178 | 296,130 | 23% | \$ 1,286,624 | 304,200 | 24% | 25% |
| District Wide | Bills | | 490,848 | | | 375,721 | | | 480,820 | | |
| | Payroll | | 170,396 | | | 185,228 | | | 214,474 | | |
| | Totals | \$ 2,762,845 | 661,244 | 24% | \$ 2,811,650 | 560,949 | 20% | \$ 2,796,549 | 695,294 | 25% | 25% |
| GRAND TOTALS | | \$32,116,317 | \$ 7,585,528 | 24% | \$32,489,850 | \$ 7,091,931 | 22% | \$32,200,613 | \$7,100,685 | 22% | 25% |

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
September 30, 2015

| | <u>FY 2016</u> | | <u>FY 2015</u> | | Increase (Decrease) |
|----------------------------|------------------|-----------------------|------------------|-----------------------|--------------------------------|
| | Amount | % of Total | Amount | % of Total | |
| Salaries | 2,979,757 | 41.96% | 3,018,772 | 42.57% | (39,015) |
| Employee Benefits | 490,433 | 6.91% | 517,246 | 7.29% | (26,813) |
| Contractual Services | 200,215 | 2.82% | 194,826 | 2.75% | 5,389 |
| Materials | 319,137 | 4.49% | 384,626 | 5.42% | (65,489) |
| Travel & Staff Development | 32,702 | 0.46% | 42,092 | 0.59% | (9,390) |
| Fixed Charges | 111,606 | 1.57% | 92,588 | 1.31% | 19,018 |
| Utilities | 227,844 | 3.21% | 202,780 | 2.86% | 25,064 |
| Capital Outlay | 37,800 | 0.53% | 15,775 | 0.22% | 22,025 |
| Other | 2,701,191 | 38.04% | 2,623,226 | 36.99% | 77,965 |
| | <u>7,100,685</u> | <u>100.00%</u> | <u>7,091,931</u> | <u>100.00%</u> | <u>8,754</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**

Agenda Item #14

Approval of Personnel Report

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment

