

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**October 16, 2018**



**Location:**

**IECC West Richland Center  
320 East North  
Noble, Illinois 62868**

**Dinner – 6:00 p.m. – Cafeteria  
Meeting – 7:00 p.m. – Training Center Room 130**

*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 16, 2018**

**7:00 p.m.**

**IECC West Richland Center  
Training Center Room 130 – Noble, Illinois**

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. Nondiscrimination Policy 100.8
  - B. Open Admission Policy 500.32
7. Policy Second Reading ..... Bruce
  - A. None
8. Staff Recommendations for Approval
  - A. Consideration to Levy an Additional Tax ..... Bruce
  - B. Health Savings Accounts, Calendar Year 2019 .....Hawkins
  - C. Annual Financial Report.....Hawkins
  - D. Resolution Establishing Tax Levy Hearing .....Hawkins
  - E. 2018 Estimated Tax Levy Resolution.....Hawkins
  - F. Facilities Usage Fees.....Hawkins
  - G. Meal Plan Fees .....Hawkins
  - H. Bookstore Software ..... Bruce
  - I. Affiliation Agreements ..... Bruce
    - Carle Richland Memorial Hospital – Phlebotomy - OCC
    - Clay County Medical Center – Phlebotomy - OCC
    - Davies Community Hospital – Phlebotomy – OCC
    - Lawrence County Hospital – Phlebotomy – OCC
    - Gibson General Hospital – Phlebotomy - OCC
    - Good Samaritan Hospital – Addendum – Medical Assistant – OCC

- 9. Bid Committee Report ..... Bruce
  - A. None
  
- 10. District Finance
  - A. Financial Report .....Hawkins
  - B. Approval of Financial Obligations .....Hawkins
  
- 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 Cafeteria, at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, September 18, 2018.

**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, James Lane, Jan Ridgely. Also present was Haylee Neuman, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

(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.  
Ryan Gower, President of Lincoln Trail College.  
Rodney Ranes, President of Olney Central College.  
Tara Buerster, Director of Human Resources.  
Alex Cline, Director of Information & Communications Technology.  
Ryan Hawkins, Chief Finance Officer/Treasurer.  
Holly Martin, Chief Academic Officer.  
Renee Smith, Executive Assistant to CEO/Board Secretary.

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held Tuesday, August 21, 2018 were presented for disposition.

**Board Action to Approve Minutes:** Trustee James Lane made a motion to approve minutes of the August 21, 2018 meeting as prepared. Trustee Al Henager seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion 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 2019 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. Student Trustee Haylee Neuman 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 18th day of September, 2018. The purpose of the budget hearing is to receive public comments on the FY2019 Budget of the District.” Student Trustee Haylee Neuman 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 FY2019 Budget:** The Chairman declared that the Board is now in a hearing on the FY2019 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 Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Also present was Haylee Neuman, student trustee. Trustees absent: None. 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 FY2019 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 FY2019 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 FY2019 community college district budget and asked for a motion to adjourn the hearing. Trustee Brenda Culver made a motion that the public hearing be adjourned. Trustee Jan Ridgely 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, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 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. Among those in attendance were members of LTC’s Pathways to Success Class taught by Carrie Brown.

**#4-B. IECEA Representative:** None.

**AGENDA #5 – “Public Comment” –** None

**AGENDA #6 – “Reports” –**

**#6-A. Report from Trustees:** Brenda Culver reported on an ICCTA meeting she recently attended.

**#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)” –** None.

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

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

**#9-A. IECC 2018 Fact Book** – Holly Martin reviewed the IECC 2018 Fact Book containing basic information about the community college district. It was noted that this is the 13<sup>th</sup> annual Fact Book. The fact 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 FY18 which is from July 1, 2017 to June 30, 2018. The CEO recommended approval of the IECC 2018 Fact Book.

**Board Action:** Trustee John Brooks made a motion to approve the IECC 2018 Fact Book as recommended. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James

Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-B. 2018 Annual Security Report** – Holly Martin reviewed the Annual Security Report. The report is an annual report that meets requirements recently approved under the Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The report contains crime information for the past three years, relevant policy statements, and training and educational programming related to campus safety and security, crime prevention, alcohol and drug use, and sexual misconduct. The CEO recommended approval of the 2018 Annual Security Report.

**Board Action:** Trustee Gary Carter made a motion to approve the Annual Security Report 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, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-C. Institutional Learning Goals and Priorities:** District wide Institutional Learning Goals and Priorities have been developed by the IECC faculty and staff to articulate goals for student learning, guide the development of learning outcomes, and to assess General Education outcomes.

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

**#9-D – “FY2018 Audit”** – Ryan Hawkins reviewed the annual financial audit for fiscal year 2018, with comments by Trustees Gary Carter and John Brooks as 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 authorize the Chief Executive Officer to submit the audit to the Illinois Community College Board.

By order of the Board of Trustees.

**Board Action:** Trustee Gary Carter made a motion to adopt the foregoing resolution to approve the FY2018 annual financial audit as recommended. 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, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-E. Certification of Chargeback:** Ryan Hawkins reviewed the Illinois Community College Board Certification of Chargeback form for fiscal year 2019. The chargeback form is utilized to evaluate out-of-district, out-of-state and international tuition; and to determine the chargeback reimbursement rate.

Tuition Rate – Out-of-District	\$278.18 per Semester Hour (\$9.77 Increase)
Tuition Rate – Out-of-State	\$341.51 per Semester Hour (\$10.90 Increase)
Tuition Rate – International	\$341.51 per Semester Hour (\$10.90 Increase)

The Chargeback Reimbursement rate would be \$128.21 as determined by the ICCB designated formula. The CEO recommended approval of the Certification of Chargeback document that follows.

**ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529  
 CERTIFICATION OF CHARGEBACK REIMBURSEMENT  
 FOR FISCAL YEAR 2019**

**ALL FISCAL YEAR 2018 NONCAPITAL AUDITED OPERATING  
 EXPENDITURES FROM THE FOLLOWING FUNDS:**

1	Education Fund	\$	<u>25,902,319</u>
2	Operations and Maintenance Fund	\$	<u>2,951,687</u>
3	Public Building Commission Operation and Maintenance Fund	\$	-
4	Bond and Interest Fund	\$	-
5	Public Building Commission Rental Fund	\$	-
6	Restricted Purposes Fund	\$	<u>7,588,436</u>
7	Audit Fund	\$	<u>72,563</u>
8	Liability, Protection, and Settlement Fund	\$	<u>702,467</u>
9	Auxiliary Enterprises Fund (subsidy only)	\$	<u>316,037</u>
<b>10</b>	<b>TOTAL NONCAPITAL EXPENDITURES (sum of lines 1-9)</b>		<b>\$ <u>37,533,509</u></b>
11	Depreciation on capital outlay expenditures (equipment, buildings, and fixed equipment paid) from sources other than state and federal funds	\$	<u>1,185,713</u>
<b>12</b>	<b>TOTAL COSTS INCLUDED (line 10 plus line 11)</b>		<b>\$ <u>38,719,222</u></b>
13	Total certified semester credit hours for FY 2018	\$	<u>113,376</u>
<b>14</b>	<b>PER CAPITA COST (line 12 divided by line 13)</b>		<b>\$ <u>341.51</u></b>
15	All FY 2018 state and federal operating grants for noncapital expenditures DO NOT INCLUDE ICCB GRANTS	\$	<u>7,179,595</u>
16	FY 2018 state and federal grants per semester credit hour (line 15 divided by line 13)	\$	<u>63.33</u>
17	District's average ICCB grant rate (excluding equalization grants) for FY 2019	\$	<u>29.97</u>
18	District's student tuition and fee rate per semester credit hour for FY 2019	\$	<u>120.00</u>
19	Chargeback reimbursement per semester credit hour (line 14 less lines 16, 17, and 18)	\$	<u><u>128.21</u></u>

Approved: \_\_\_\_\_  
 Chief Fiscal Officer / Date

Approved: \_\_\_\_\_  
 Chief Executive Officer / Date

**Board Action:** Trustee James Lane made a motion to adopt the ICCB Certification of Chargeback document for FY2019 as presented and recommended. Student Trustee Haylee Neuman seconded the motion



and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-F. FY2018 Budget** – The community college district budget for fiscal year 2019 was reviewed. The CEO recommended adoption of the following resolution approving the FY2019 budget. There are no significant changes from the tentative budget which was approved by the Board on August 21, 2018.

FY19 Budgeted Expenditures Compared to FY18 Budgeted Expenditures

	<u>FY19</u>	<u>FY18</u>
Education Fund	\$28,539,048	\$28,257,054
Operations & Maintenance Fund	\$ <u>3,147,340</u>	\$ <u>3,093,470</u>
Total Operating Funds	\$31,686,388	\$31,350,524

The District has complied with all the notice and budget hearing requirements.

Budget of 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, for the Fiscal Year beginning July 1, 2018 and ending June 30, 2019.

WHEREAS 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, State of Illinois, caused to be prepared in tentative form a budget, and the Secretary of this Board has made the same conveniently available to public inspection for at least thirty days prior to final action thereon;

AND WHEREAS a public hearing was held as to such budget on the 18th day of September 2018, notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with:

NOW, THEREFORE, be it Resolved by the Board of Trustees of said district as follows:

Section 1. That the fiscal year of the Community College District be and the same hereby is fixed and declared to be beginning July 1, 2018 and ending June 30, 2019.

Section 2. That the following budget containing an estimate of amounts available in each Fund, separately, and of expenditures from each be and the same is hereby adopted as the budget of this Community College District for the said Fiscal Year.

**FISCAL YEAR 2019 BUDGET**  
**SUMMARY STATEMENT OF OPERATING FUNDS**  
**REVENUES AND EXPENDITURES**

**EDUCATION FUND**

Revenue	\$30,100,408
Expense	(28,539,048)
Transfer – Out	(1,623,202)
Excess (Deficiency)	(61,842)
Transfer – In	75,000
Reserve for Contingencies	0
Cash Balance – Beg. of Year	7,933,941
Cash Balance – End of Year	7,947,099

**OPERATIONS & MAINTENANCE FUND**

Revenue	\$3,120,340
Expense	(3,147,340)
Transfer – Out	0
Excess (Deficiency)	(27,000)
Transfer – In	5,000
Reserve for Contingencies	0
Cash Balance – Beg. of Year	645,014
Cash Balance – End of Year	623,014

**TOTAL OPERATING FUNDS**

Revenue	\$33,220,748
Expense	(31,686,388)
Transfer – Out	(1,623,202)
Excess (Deficiency)	(88,842)
Transfer – In	80,000
Reserve for Contingencies	0
Cash Balance – Beg. of Year	8,578,955
Cash Balance – End of Year	8,570,113

The official budget, which is accurately summarized in this document, was approved by the Board of Trustees on September 18th, 2018.

**Board Action:** Trustee James Lane made a motion to adopt the budget for Illinois Eastern Community Colleges District No. 529 for the fiscal year beginning July 1, 2018 as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-G. Health and Dental Insurance - Calendar Year 2019:** The current IECC Marketplace makes available four different health insurance options including a \$250 deductible plan, a \$1,500 deductible plan, a \$2,650 deductible plan, and a \$6,000 deductible plan.

The District will contribute \$815.97 per month for health benefits and \$29.48 per month for dental benefits. The calendar year 2019 premiums represent a 9.2% decrease for health insurance and no change for dental insurance.

In addition to health and dental insurance, employees will continue to have the option to purchase identity theft protection services, vision, critical illness, accident, term life, and long term disability insurance at their own expense.

By choosing one of the Qualified High Deductible Plans (\$1,500, \$2,650, or \$6,000 deductible) the employee will qualify for a Health Savings Account (HSA). The District will continue to offer the Medical Reimbursement Plan (MRP) for eligible employees. The CEO recommended approval of the plans and premiums as negotiated with Blue Cross Blue Shield to be offered under the IECC Marketplace.

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

**#9-H. Restatement of Cafeteria Plan:** In order to provide the up-to-date Cafeteria Plan for pre-tax contributions for employee insurance premiums, the CEO recommended the Board adopt the following resolution to restate the District's current Cafeteria Plan.

#### **ADOPTING RESOLUTION**

The undersigned Principal of Illinois Eastern Community Colleges (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on September 18, 2018, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of restated Cafeteria Plan effective January 1, 2019, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one of more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

**Board Action:** Trustee Gary Carter made a motion to adopt the restatement of IECC's Cafeteria Plan for pre-tax contributions for employee insurance premiums. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-I. Health Savings Account Administration:** After obtaining proposals and reviewing options for obtaining a new health savings administrator, the CEO recommended the Board approve First Internet Bank of Indiana as the new administrator.

**Board Action:** Student Trustee Haylee Neuman made a motion to approve First Internet Bank of Indiana as the new Health Savings Account Administrator. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-J. Consulting Agreement with Gallagher Benefit Services, Inc.:** The CEO recommended approval of a three-year consulting agreement with Gallagher Benefit Services, Inc. to begin January 1, 2019 and conclude December 31, 2021. The complete agreement was listed in the board agenda. The fee for this agreement would be \$30,000 for 2019, \$30,000 for 2020, and \$30,900 for 2021. Services under the agreement would include Carrier negotiations and future RFPs, Renewal analysis and reporting, Plan financial reports, and Benefit plan design.

**Board Action:** Trustee Gary Carter made a motion to approve the three-year consulting agreement with Gallagher Benefit Services, Inc. as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-K. Partnership Agreement – Certified Medical Assistant Program:** The CEO recommended approval of a partnership agreement between Illinois Eastern Community Colleges, Lake Land College, Kaskaskia College, the Local Workforce Innovation Area #12, and C.E.F.S. Economic Corporation to implement an apprenticeship expansion program for participants in the Certified Medical Assistant Program.

**Board Action:** Trustee James Lane made a motion to approve the Partnership Agreement for the Certified Medical Assistant Program Apprenticeships. Student Trustee Haylee Neuman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#9-L Affiliation Agreements** – The CEO recommended approval of three affiliation agreements, as listed in full in the agenda. The agreements are between IECC and Lawrence County Ambulance for Emergency Response Training, Crawford Memorial Hospital for Associate Degree Nursing, and with Crawford Memorial for the Radiography Program.

**Board Action:** Trustee James Lane made a motion to approve the three affiliation agreements 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, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

**AGENDA #11 – "District Finance"** – The following district financial matters were presented:

**#11-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of August 31, 2018.

**#11-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for September 2018, totaling \$851,909.59, were presented for approval.

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

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

1. Jasper County Settlement Agreement
2. Contract Price for Raw Power
  - 1) .4990 – Current to November 2018
  - 2) .4519 – 2018-2020
  - 3) MCPU - .4859
  - 4) City of Fairfield - .8526
3. Next Meeting Moved to WRC
4. Enrollment

Fall Term Reimbursable Headcount, Reimbursable Hours, and Reimbursable FTE as of September Board Meeting, FY2017-FY2019 September 18, 2018									
	FY2017			FY2018			FY2019		
	September 20, 2016			September 19, 2017			September 18, 2018		
	Reimb Headcnt	Reimb Hours	Reimb FTE	Reimb Headcnt	Reimb Hours	Reimb FTE	Reimb Headcnt	Reimb Hours	Reimb FTE
IECC	7,325	40,464.50	2,697.63	6,620	39,652.50	2,643.50	6,857	39,981.00	2,665.40
FCC	1,916	7,505.00	500.33	1,530	7,631.00	508.73	1,920	7,902.00	526.80
LTC	914	8,368.50	557.90	804	8,000.00	533.33	898	8,368.50	557.90
OCC	1,169	9,628.00	641.87	1,138	9,869.00	657.93	1,097	9,436.00	629.07
WVC	1,082	8,618.00	574.53	1,076	8,297.00	553.13	1,059	8,745.50	583.03
AH	237	2,356.00	157.07	233	2,345.00	156.33	231	2,574.50	171.63
WED	2,007	3,989.00	265.93	1,839	3,510.50	234.03	1,652	2,954.50	196.97

Source: IECC Banner Reports: Complete FTE Report and Complete Headcount by College-Unduplicated Report

**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 21, 2018.

**#14-B. Audio Executive Session Minutes:** No executive session was held at the regular meeting, August 21, 2018.

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

#### **400.1 Employment of Personnel**

##### **A. Professional/Non-Faculty, Exempt**

1. Jack Trosper, Head Women's Basketball Coach, WVC, effective October 1, 2018

##### **B. Classified**

1. Tristan Caparas, Information Systems Technician, LTC, effective October 1, 2018, pending successful completion of a background check
2. Amy Ferguson, Office Assistant, LTC, effective September 19, 2018
3. William Rude, Technology Systems Specialist, DO, effective October 1, 2018, pending successful completion of a background check

#### **400.2. Change-in-Status**

##### **A. Professional/Non-Faculty, Exempt**

1. Luke Harl, Coordinator of Accreditation Compliances & Academic Services, DO, to Program Director, Grants & Compliance, DO, effective September 19, 2018
2. Scott Meserole, Program Director of Emergency Preparedness Management & Industrial Quality Management, FCC, to O & M Team Leader/Coordinator of Fire Science, FCC, effective October 1, 2018

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

**AGENDA #16 – “Collective Bargaining”** – None.

**AGENDA #17 – “Litigation”** – None.

**AGENDA #18 – “Other Items”** – None.

**AGENDA #19 – “Adjournment”** - Trustee James Lane made a motion to adjourn. Trustee Jan Ridgely seconded the motion. The Chair asked 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 was adopted, and the meeting adjourned at 8:50 p.m.

**Agenda Item #1**

**Call to Order and Roll Call**

**Agenda Item #2**

**Disposition of Minutes**



**Agenda Item #3**

**Recognition of Visitors and Guests**

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

**Agenda Item #4**

**Public Comment**

**Agenda Item #5**

**Reports**

- A. Trustees**
- B. Presidents**
- C. Cabinet**

**Agenda Item #6**

**Policy First Reading (and Possible Approval)**

**Agenda Item #6A**

**Nondiscrimination Policy 100.8**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 9, 2018  
RE: Nondiscrimination Policy 100.8

IECC is currently reviewing and updating all policies and procedures following an April 2018 Civil Rights on-site review by the Illinois Community College Board at Frontier Community College. The onsite review resulted in the development of a voluntary compliance plan by Frontier Community College. The EEO/Affirmative Action Policy 100.8 has been revised to reflect this voluntary compliance plan and reflects IECC's commitment to non-discrimination as outlined in the attached Non-discrimination Policy 100.8.

I recommend the Board approve the revisions to Policy 100.8.

TLB/rs

Attachment

**EEO/Affirmative Action-Nondiscrimination Policy (100.8)**

Date Adopted: December 19, 1989

Revised: September 15, 2015

Revised: October 16, 2018

All Offices, Divisions, Colleges and other units of Illinois Eastern Community College 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 of 1964, Title IX of the Education Amendments of 1972, the Human Rights Act of 1977, Section 503/504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Readjustment Act of 1974, Title II of the American with Disabilities Act of 1990, and the Genetic Information Nondiscrimination Act of 2008.

Illinois Eastern Community College District No. 529 does not discriminate ~~against any employee or any applicant for employment because~~ on the basis of race, color, sex, sexual orientation, age, marital status, religious affiliation, veteran status, national origin, disability, genetic information, or any other protected category.

Retaliation against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful discriminatory practice is prohibited.

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.

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.

**Agenda Item #6B**

**Open Admission Policy 500.32**



MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 16, 2018  
RE: New Policy – Open Admission

Pursuant to the Illinois Compiled Statutes, 110 ILCS 805/3-17 and 805/3-28 and in the guidelines established by the Illinois Community College Board, Illinois Eastern Community Colleges is required to admit students through an open admission process.

The Open Admission Policy 500.32 has been developed to accurately reflect IECC's Open Admission procedures.

I recommend the Board approve the newly created Policy 500.32.

TLB/rs

Attachment

STUDENT - 500

**Open Admission Policy (500.32)**

Date Presented: October 16, 2018

Students shall be admitted to Illinois Eastern Community Colleges through an open admission process, in accordance with all requirements respecting qualifications and preferences set forth in Illinois Compiled Statutes, [110 ILCS 805/3-17](#) and [805/3-28](#) and in the regulations established by the Illinois Community College Board.

Illinois Eastern Community College shall publish the open admission policy, procedures, and requirements in the catalog and on the website.

Admission to the college shall not guarantee the admission to all courses or programs of study.

Admission to the college shall not guarantee financial aid eligibility.

**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**

**Consideration to Levy an Additional Tax**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 16, 2018  
RE: Consideration 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. Attached is a table reflecting the eligible districts, the amount of estimated additional tax rate, and the amount of additional tax revenue that could be collected. Illinois Eastern is eligible to levy an additional tax of up to 4.12 cents, which would yield an estimated \$625,995.

The Board would need to adopt a resolution expressing the intent to levy the additional tax and then within ten days after the adoption of a resolution expressing the District's intent to levy the additional taxes, the District is required to publish 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.

For the past three years, the District has had to endure slow, erratic, and sometimes non-existent funding from the State of Illinois. This has shown a light on the district's need to become increasingly more independent of these state funds. For fiscal year 2019, approximately 37% of the operating budget is expected to be from state funding. In order to become increasingly self-sufficient, the Board may wish to consider this option in the future.

I recommend that the Board **not** adopt a Resolution declaring the intention of IECC to avail the provisions of the Illinois Public Community College Act to levy an additional tax for educational and operations and maintenance purposes.

TLB/akb

Attachment

Agenda Item #13.1  
September 21, 2018

Illinois Community College Board

**CERTIFICATION OF ELIGIBILITY FOR SPECIAL TAX LEVY**

**(110 ILCS 805, SECTION 3-14.3)**

Section 3-14.3 of the Public Community College Act allows districts eligible for equalization grants in the previous or current fiscal year to levy up to or at the combined statewide average tax rate for educational and operations and maintenance purposes if they currently are levying less than the average. The certification is due by November 1 of each year.

**RECOMMENDED ACTION**

It is recommended that the following motion be adopted:

The Illinois Community College Board hereby authorizes the Executive Director to issue the annual certificates of eligibility for additional taxing authority to the community college districts meeting the following statutory criteria:

1. Received an equalization grant in fiscal year 2018 and/or received an equalization grant in fiscal year 2019; and
2. had combined educational and operations and maintenance purposes tax rates less than 29.12 cents per \$100 of equalized assessed valuation.

Agenda Item #13.1  
September 21, 2018

**BACKGROUND**

The following table identifies the districts eligible for the additional levy, the amount authorized and actual tax levy, the amount of additional tax rate, and the amount of additional revenue available if they choose to exercise the authority.

The additional levy authority is subject to “backdoor” referendum. Within ten days after the adoption of a resolution expressing the district’s intent to levy all or a portion of the additional taxes, the district is required to publish notice of its intent. A petition signed by 10 percent or more of the registered voters in the district will cause the proposed increase to be placed on the ballot at the next regularly scheduled election. A 30-day period is allowed for such a petition to be received.

This special tax levy authority does not circumvent tax cap legislation. All tax cap legislation is still applicable to those districts that fall under it.

District	Authorized Operating Tax Rates*	Actual Operating Tax Rates*	Additional Tax Rate Authority	Estimated Additional Tax Revenue
Black Hawk College	19.00¢	18.82¢	10.12¢	\$4,043,252
Carl Sandburg College	22.00¢	22.00¢	7.12¢	\$1,296,005
Heartland College	22.50¢	22.50¢	6.67¢	\$2,957,691
Illinois Central College	25.00¢	25.00¢	4.12¢	\$3,014,135
Illinois Eastern Community Colleges	25.00¢	24.97¢	4.12¢	\$625,995
Illinois Valley Community College	17.00¢	17.00¢	12.12¢	\$3,874,202
John Wood Community College	22.50¢	22.50¢	6.62¢	\$1,080,615
Kankakee Community College	18.00¢	18.00¢	11.12¢	\$2,622,488
Kaskaskia College	25.00¢	25.00¢	4.12¢	\$669,325
Lake Land College	18.00¢	18.00¢	11.12¢	\$3,254,455
Lewis and Clark Community College	25.00¢	25.00¢	4.12¢	\$1,679,470
Rend Lake College	25.00¢	24.21¢	4.12¢	\$417,802
Rock Valley College	27.00¢	27.00¢	2.12¢	\$1,190,939
Sauk Valley Community College	27.50¢	27.48¢	1.62¢	\$277,792
Southwestern IL College	16.00¢	15.94¢	13.12¢	\$8,864,681
Spoon River College	25.00¢	24.03¢	4.12¢	\$383,891

\*Combined Ed and O & M Maximum Tax Rates



**Agenda Item #8B**

**Health Savings Accounts Calendar Year 2019**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 16, 2018  
RE: Health Savings Accounts, Calendar Year 2019

In February of 2010 the Board approved the offering of a Qualified High Deductible Health Plan. The Board also implemented a plan allowing Health Savings Accounts (HSA) that enabled qualified employees to set aside money in pre-tax dollars.

Historically, the Board has annually contributed \$1,000 to each qualifying employee's HSA. This contribution is for bargaining unit faculty and non-bargaining unit employees working at least 40 hours of service per week and enrolled in one of the three qualifying high-deductible health options.

Recent contributions to qualified employees' HSA are shown below:

- Calendar Year 2013 - \$1,000
- Calendar Year 2014 - \$1,000
- Calendar Year 2015 - \$1,000
- Calendar Year 2016 - \$1,000
- Calendar Year 2017 - \$1,000
- Calendar Year 2018 - \$1,000
- Calendar Year 2019 - \$1,000 (Recommended)

I recommend that the Board make a \$1,000 contribution for Calendar Year 2019 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 #8C**  
**Annual Financial Report**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 16, 2018  
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 ICCB by December 1.

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

Mr. Chairman, 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/akb

Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529**

**ANNUAL FINANCIAL REPORT  
For the Fiscal Year Ended June 30, 2018**

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: \$ 1,518,650,175  
Total District Bonded Debt: \$ 6,545,000

Tax Revenues:	<u>Extensions</u>	<u>Rates</u>
Education Fund	\$ 2,617,095	0.00174
Operations and Maintenance Fund	\$ 1,136,510	0.00075
Bond and Interest Fund	\$ 2,126,054	0.00140
Liability, Protection, and Settlement Fund	\$ 743,849	0.00049
Audit Fund	\$ 76,139	0.00005

**STATEMENT OF REVENUE AND EXPENDITURES  
For the Fiscal Year Ended 2018**

<u>REVENUE BY SOURCE</u>	<u>Education Fund</u>	<u>Operations &amp; Maintenance Fund</u>	<u>Debt Service Fund</u>	<u>Other Tax Funds</u>
Local Government	\$ 3,045,688	\$ 1,305,178	\$ 2,023,095	\$ 769,441
State Government	11,383,300	-	-	-
Federal Government	-	-	-	-
Student Tuition and Fees	12,411,099	1,475,738	-	-
Other Sources	65,251	59,084	9,986	56,353
<b>TOTAL REVENUE</b>	<b>26,905,338</b>	<b>2,840,000</b>	<b>2,033,081</b>	<b>825,794</b>
 <u>EXPENDITURES BY PROGRAM</u>				
Instruction	11,882,661	-	-	-
Academic Support	462,607	-	-	-
Student Services	1,642,974	-	-	-
Public Services	2,530	-	-	-
Auxiliary Enterprises	35	-	-	18,120
Operation and Maintenance of Plant	62,605	2,961,468	-	368,491
Institutional Support	5,653,226	13,631	2,063,475	803,125
Scholarships, Student Grants, and Waivers	6,297,464	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>26,004,102</b>	<b>2,975,099</b>	<b>2,063,475</b>	<b>1,189,736</b>
OTHER FINANCING USES: Operating Transfers-In / (Out)	(1,105,107)	-	(250,000)	1,029,833
Excess (or Deficiency) of Revenue over Expenditures and Other Financing Uses	(203,871)	(135,099)	(280,394)	665,891
FUND BALANCE (Deficit), July 1, 2017	8,744,797	3,043,266	682,515	783,815
FUND BALANCE (Deficit), June 30, 2018	\$ 8,540,926	\$ 2,908,167	\$ 402,121	\$ 1,449,706

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 Science and Arts, Associate in General Studies, Associate Degree Nursing, Certificate in General Studies and Certificates in (9) nine Vocational Skills areas.

In addition, Frontier Community College offers (20) twenty 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 (22) twenty-two Certificates in Career and Technical Education and (12) twelve Associate in Applied Science Degrees in Career and Technical Education.

Olney Central College offers (30) thirty Certificates in Career and Technical Education and (14) fourteen Associate in Applied Science Degrees in Career and Technical Education.

Wabash Valley College offers (37) thirty-seven Certificates in Career and Technical Education and (18) eighteen Associate in Applied Science Degrees in Career and Technical Education.

Annual Enrollment Data by Semester, including Summer Term:

Headcount: 26,139	Full-time Equivalent: 3,787
Staff Data: Full-time 267	Part-time: 765

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, 2017 through June 30, 2018.

Dated at Olney, Illinois, this 16th day of October 2018.

Chairman, Board of Trustees: \_\_\_\_\_

G. Andrew Fischer

Secretary, Board of Trustees: \_\_\_\_\_

Renee Smith

Treasurer, Board of Trustees: \_\_\_\_\_

Ryan Hawkins

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  
Brent Todd, Lincoln Trail College, Robinson, IL  
Andrea Pampe, Olney Central College, Olney, IL  
Katie Hinderliter, Wabash Valley College, Mt. Carmel, IL

**Agenda Item #8D**

**Resolution Establishing Tax Levy Hearing**

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: October 16, 2018

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, 2019 – June 30, 2020.
- 2) Require the publication of a public notice of a hearing on the tax levy.
- 3) Require a hearing on November 20, 2018.
- 4) Notify the public that a tax levy would be adopted by the Board on November 20, 2018.

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

TLB/akb

Attachment



**RESOLUTION  
ESTIMATED 2018 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 2018 for taxes due and collectible in 2019:

1. Date of Fiscal Year: July 1, 2019 - June 30, 2020.
2. Publication of Notice of Public Hearing on Tax Levy: After November 6, 2018 and before November 13, 2018.
3. Public Hearing on Tax Levy: November 20, 2018, at the hour of 7:00 p.m. local time, Wabash Valley College, Mt. Carmel, Illinois.
4. Adoption of Tax Levy: November 20, 2018, following the Public Hearing.

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

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Chairman, Board of Trustees

Date

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Secretary, Board of Trustees

Date

**Agenda Item #8E**

**2018 Estimated Tax Levy Resolution**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 16, 2018  
RE: 2018 Estimated Tax Levy Resolution

Each year the Board of Trustees certifies the District's estimated tax levy for the year. The 2018 estimated tax levy resolution for taxes due and collectible in 2019 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 2018**

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 2017 was:

Education Purposes	\$2,651,857
Operations and Maintenance Purposes	1,136,510
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	743,849
Audit	76,139
Other	0
 Total	 \$4,608,355

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2018 is as follows:

Education Purposes	\$2,825,000
Operations and Maintenance Purposes	1,226,500
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	785,000
Audit	82,000
 Total	 \$4,918,500

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 2017 was \$2,126,054; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2018 is \$2,160,925.

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 2018, exclusive of bond and interest costs, is \$4,918,500.

**Section 2:** The aggregate amount of taxes estimated to be levied for the year 2018, exclusive of bond and interest costs, does exceed 105% of the taxes extended by the district in the year 2017.

**Section 3:** The aggregate amount of taxes estimated to be levied for the year 2018 for debt service is a 1.6% increase over the taxes extended for debt service for 2017.

**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  
Benton Gazette, Hamilton County  
McLeansboro Gazette, Hamilton County  
Newton Press-Mentor, Jasper County  
Lawrenceville Daily Record, Lawrence County  
Olney Daily Mail, Richland County  
Mt. Carmel Register, Wabash County  
Wayne County Press, Wayne County  
Carmi Times, White County/Hamilton 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 2018 will be held on November 20, 2018, 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 Ryan Hawkins, 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 2017 were \$4,608,355.

The proposed corporate and special purpose property taxes to be levied for 2018 are \$4,918,500. This represents a 6.7% increase over the previous year extension.

- III. The property taxes extended for debt service for 2017 were \$2,126,054.

The estimated property taxes to be levied for debt service and public building commission leases for 2018 are \$2,160,925. This represents a 1.6% increase over the previous year.

- IV. The total property taxes extended or abated for 2017 were \$6,734,409.

The estimated total property taxes to be levied for 2018 are \$7,079,425. This represents a 5.1% increase over the previous year extension.

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

ADOPTED this 16th day of October 2018.

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 #8F**  
**Facilities Usage Fees**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 16, 2018  
RE: Facilities Usage Fees

The District adopted a Use of Facilities (300.17) policy on December 19, 1989 declaring that the Colleges recognize their role as community resources and make their facilities and equipment available for public use.

The District administration has recently reviewed its current fee schedule for use of facilities and recommends the following adjustments made to the current fee structure:

	<u>Recommended Fee</u>	<u>Current Fee</u>
Playing Fields:		
Baseball/Softball	\$175 per game	\$ 40 per event
Soccer	\$ 75 per game	\$ 40 per event
Tennis Courts	\$ 45 per day	\$ 40 per event
Theater	\$ 75 per hour	\$ 45 per hour
Indoor Pool	\$ 65 per hour	\$ 45 per hour

The current facilities use fee schedules for rental of classroom, computer labs, dining rooms, and gymnasiums are not being adjusted at this time.

I ask the Board's approval of the above updated facilities use fee schedule.

TLB/akb



**Agenda Item #8G**

**Meal Plan Fees**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 16, 2018  
RE: Meal Plan Fees

Roger Browning and the four Presidents worked to establish a meal plan which allowed students to purchase meals in advance and receive a 10% discount on the cost. The Board implemented this plan a year ago and it has been extremely successful.

Under the current plan, a student can purchase any of three plans for \$288.00, \$504.00, or \$720.00. The Presidents have proposed that an additional plan be added costing \$855.00.

These meal plan purchases are allowable charges and PELL eligible and continue to be extremely successful.

I ask the Board's approval to offer a fourth meal plan costing \$855.00.

TLB/rs

**Agenda Item #8H**

**Bookstore Software**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 16, 2018  
RE: Bookstore Software

For several years, the bookstores have utilized Follett software. Follett has merged with Nebraska Book Company. As a result, the technical support and customer service of the point of sale and e-commerce component have drastically suffered. The college bookstore industry is in a massive change as e-textbooks and other companies have provided bookstore services.

In addition, the bookstores have also used E-Follett to carry textbooks in the bookstore and E-Follett will no longer be operational.

The Department of Education requires that IECC bookstores have available all course textbooks by ISBN no later than November 30, 2018. The District is in compliance, but with the changes with E-Follett, the bookstores have decided to pursue other software companies to ensure the District remains in compliance

The bookstore managers, business officers, Ryan Hawkins, and Alex Cline have all met to solve this problem. The company that will provide the services required is MBS Textbook Exchange. MBS has offered a three year contract with a \$30,595.00 startup cost and an annual fee of \$26,264.00. This proposed annual fee is less than the District would have to pay to continue with its current provider. Alex Cline has reviewed MBS and their software will be compatible with the District's existing network Banner system.

Under the contract, MBS will provide all hardware that would be required for Point of Purchase Sales, with the information being inputted at the bookstores with signature verification. If the contract is terminated prior to three years, the District would be responsible for some of the cost of the hardware, but it is not anticipated there will be any problem completing the full three years of the contract.

I ask the Board's approval of the proposed three year contract with MBS Textbook Exchange. A copy of the contract will be available for review at the Board meeting.

TLB/rs

**Agenda Item #8I**

**Affiliation Agreements**

**Carle Richland Memorial Hospital – Phlebotomy - OCC**

**Clay County Medical Center – Phlebotomy - OCC**

**Davies Community Hospital – Phlebotomy – OCC**

**Lawrence County Hospital – Phlebotomy – OCC**

**Gibson General Hospital – Phlebotomy - OCC**

**Good Samaritan Hospital – Addendum – Medical Assistant - OCC**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: October 16, 2018  
RE: Affiliation Agreements

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

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

Carle Richland Memorial Hospital – Phlebotomy - OCC  
Clay County Medical Center – Phlebotomy - OCC  
Davies Community Hospital – Phlebotomy – OCC  
Lawrence County Hospital – Phlebotomy – OCC  
Gibson General Hospital – Phlebotomy - OCC  
Good Samaritan Hospital – Addendum – Medical Assistant – OCC

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

TLB/rs

Attachments

## CLINICAL AFFILIATION AGREEMENT

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

### RECITALS

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

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

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

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

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

### **ARTICLE I: JOINT RESPONSIBILITIES**

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

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

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

## **ARTICLE II: SCHOOL RESPONSIBILITIES**

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



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

### **ARTICLE III: CARLE RESPONSIBILITIES**

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

### **ARTICLE IV: STUDENT RESPONSIBILITIES**

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

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

4.3 The Student will provide his/her own health insurance coverage for the period of the Placement. The Student will be financially responsible for any medical care including, but not limited to, emergency outpatient care, he/she receives at Carle.

4.4 The Student may be required to sign a confidentiality agreement and a release of liability for any personal injuries that may be sustained by him/her while on Carle premises prior to Placement.

4.5 The Student will complete the required HIPAA training and any other training required by Carle for the Placement including a job description acknowledgment prior to commencing his/her Placement.

## **ARTICLE V: CONFIDENTIALITY**

5.1 School, its Students, and any of its visiting faculty shall not disclose Confidential Information (defined below) and will use best efforts to prevent unauthorized disclosure of such information. If it becomes necessary to make such disclosure, the Parties shall enter into a separate confidentiality agreement prior to making such disclosure. The foregoing obligations shall not apply to the extent that (i) such information becomes generally available to the public other than as a result of an improper disclosure by the School, its Students or its visiting faculty, or (ii) such information was available to the other Party on a non-confidential basis prior to its disclosure hereunder, or (iii) such Parties are required by law to disclose, file or register the same, or (iv) Carle has consented to such disclosure being made.

5.2 Confidential information includes, but is not limited to, any information identified by either Party as "confidential" or "proprietary", or which, under all of the circumstances, ought reasonably be treated as confidential and/or proprietary, including this Agreement.

5.3 HIPAA. It is the intent of the Parties to comply in all respects with the applicable provisions of the HIPAA Privacy and Security Regulations, 45 CFR parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 USC Section 1320 (d) et seq. ("HIPAA"), as it pertains to the Parties respectively. Each Party agrees not to use or disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "PHI"), concerning a patient other than as permitted by the requirements of HIPAA (or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations), or as may be required by law. PHI shall only be used by the Parties to accomplish the intended purpose of this Agreement and shall only be disclosed as required by law. Each Party agrees to use appropriate safeguards to prevent use or disclosure of the PHI except use or disclosure specifically permitted pursuant to this Agreement or as may be required by law or court order. Notwithstanding the foregoing, no PHI is anticipated to be exchanged between Carle and the School. Furthermore, the Parties agree that solely for the purpose of defining the Students' role in relation to the use and disclosure of Carle's PHI, it is understood that each Student are considered a member of Carle's "workforce" as that term is defined by 45 CFR 160.103 when engaged in activities pursuant to this Agreement. Accordingly, neither the School nor any of its Students meet the definition of a Business Associate under

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

## ARTICLE VI: TERMINATION

6.1 This Agreement shall commence on the Effective Date and will remain in effect for a period of three (3) years unless otherwise terminated as provided herein.

6.2 This Agreement shall be terminated on the occurrence of any of the following events:

6.2.1 Termination by Agreement. This Agreement may be terminated at any time upon the terms set forth in a written document signed by both Parties.

6.2.2 Termination for Cause. This Agreement may be terminated for cause, if a Party commits a material breach of this Agreement and if such breach is not cured within ten (10) days after written notice of the breach.

6.2.3 Termination Without Cause. This Agreement may be terminated without cause, and for any reason, by providing the other Party thirty (30) days' written notice prior to the end of the academic term of the School.

6.3 Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except obligations accruing prior to the date of termination. Provided, however, that in the event that this Agreement is terminated, Students who are participating in a Placement at the time of termination shall be allowed to complete his/her rotation under the terms and conditions set forth in this Agreement.

## ARTICLE VII: GENERAL PROVISIONS

7.1 Independent Contractor. In the performance of all duties and obligations, Carle, School, and, are, at all times, independent contractors and not joint venturers, agents, partners or employers/employees of the other. Neither Party nor their respective faculty, staff, employees, Students or agents shall be or claim to be faculty, staff, employee, student or agent of the other. Each Party shall be responsible for payment on behalf of its employees any and all contributions and taxes imposed by local, state or federal law, including, but not limited to, taxes or contributions for social security, unemployment insurance, worker's compensation, old age retirement benefits, pensions and annuities, and agrees to provide indemnity for any such payment made by the other Party.

7.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.

7.3 Assignment. Neither Party may assign this Agreement, or any portion of it, without prior written consent of the other Party.

7.4 Corporate Compliance. Carle has a corporate compliance plan, the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. Update this provision. School acknowledges Carle's commitment to corporate compliance and agrees the School, its Students and faculty, will conduct themselves in accord with applicable legal authority.

7.5 Warranty of Non-Exclusion. By execution of this Agreement, School represents and warrants to Carle that it and its Students and faculty participating in a Placement (collectively "School") has not (i) been excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program (as defined herein); (ii) been convicted of a criminal offense related to the provision of health care items or services; and (iii) arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from the participation in any Federal Health Care Program. School represents and warrants that it is not currently under investigation or otherwise aware of any circumstances that may result in School being excluded from participation in any Federal Health Care Program and that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g), has occurred or is pending or threatened against School. For the purpose of this Paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. This shall be an ongoing representation and warranty throughout the Term of this Agreement. School shall immediately notify Carle of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Carle the right to terminate the Agreement immediately for cause.

7.6 Entire Agreement. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Carle and School shall neither be entitled to benefits other than those herein specifically enumerated.

7.7 Execution. This Agreement and any amendment hereto, may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.

7.8 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.

7.9 Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matter to be construed in interpreting this Agreement. The Parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all

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

7.10 Marketing. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the Party whose name is to be used.

7.11 Notice. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

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

7.12 Statement of Non-Discrimination. Both Parties are committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender identity, sexual preference, age, veteran status or mental/physical disability.

7.13 Severability. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the Parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.

7.14 Successors and Assigns. This Agreement shall extend to and be binding upon representatives, successors and assigns of the Parties. This provision, however, shall not be construed to permit the assignment of this Agreement by either Party, except as may be permitted hereby.

7.15 Survival of Covenants. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.

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

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

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

**The Carle Foundation**

**School**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

## **EXHIBIT A**

Carle Entities Covered by this Agreement:

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

Specific programs Covered by this Agreement for Placement:

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



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

AND

**Christopher Rural Health Corporation  
4241 State Hwy 14W  
Christopher, IL 62822**

**Clay County Medical Center  
201 East North Ave.  
Flora, Illinois 62839**

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  
Daviess Community Hospital  
1314 E Walnut Street  
P.O. Box 0760  
Washington, IN 47501

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**

**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

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**AFFILIATION AGREEMENT  
BETWEEN**

**ILLINOIS EASTERN COMMUNITY COLLEGES,  
District # 529**

**Olney Central College Phlebotomy Program**

**AND**

**Gibson General Hospital**

**1808 Sherman Dr**

**Princeton IN 47670-1043**

THIS AGREEMENT made and entered into this 14 day of \_\_\_\_\_  
August, 2018, by and between ILLINOIS EASTERN COMMUNITY  
COLLEGES, DISTRICT #529,

Olney Central College, for its Phlebotomy Program (hereinafter referred to as  
DISTRICT #529) and Gibson General Hospital (hereinafter  
referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas  
related to the medical laboratory for observation and participation by the students  
and faculty of the DISTRICT #529, Phlebotomy Program subject to the  
conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be  
made by the Associate Dean and/or Faculty of the Program on behalf of  
DISTRICT #529 and the Administrator, and the Director of Laboratory Service  
on behalf of the AGENCY. The plan and program will be organized and agreed  
to by said persons prior to the commencement of the courses.

3. DISTRICT #529 faculty will:

- be responsible for the teaching the didactic portion of the Phlebotomy Program;
- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

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

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

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

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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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**Addendum to Affiliation Agreement  
Between  
Olney Central College Medical Assistant Program  
and  
Good Samaritan – Vincennes, Indiana  
dated 9.12.18**

The parties hereby agree to amend the above referenced agreement to include the following:

The University, at its sole cost and expense shall procure and maintain a policy of Medical Malpractice Liability with limits of no less than \$1,000,000. The coverage of such medical malpractice liability insurance shall extend to and cover all liability incurred by employees, students and faculty of the University to the extent that such liability arises out of and during the course of their respective activities under the terms of this AGREEMENT. To the extent that such insurance is personally provided by a student, the University agrees that a certificate in evidence of that insurance protection will be on file with the University prior to the time that the student commences activities pursuant to this AGREEMENT. Further, the University, at its sole cost and expense shall maintain a commercial umbrella or excess policy with limits of no less than \$5,000,000 per occurrence, and policies of Comprehensive General Liability Insurance, including Products' Liability, Completed Operation and Worker's Compensation Insurance, and Automobile Liability Insurance, or satisfy the Clinical Facility that it is self-insured for liability that would be covered by any such insurance. The Comprehensive General Liability coverage shall be with limits of at least \$1,000,000 each occurrence for bodily injury and with limits of at least \$1,000,000 each occurrence for property damage. The Workers' Compensation coverage shall provide for all employees of the University providing services under the terms of this AGREEMENT, covering any liability under the Indiana Workers' Compensation ACT and the Indiana Occupational Disease Act and including not less than \$100,000 Employers' Liability coverage. The Automobile Liability coverage shall be with limits of at least \$1,000,000 Combined Single Liability per occurrence. All such policies of insurance (including, but not limited to the Professional Liability Insurance) shall be with companies acceptable to the Clinical Facility. All of such policies of insurance shall provide that the insurance carrier under each policy is required to give the Clinical Facility not less than thirty (30) days written notice prior to cancellation of any policy. Prior to the expiration and/or cancellation of any such policy, the University shall secure replacement of such insurance coverage, upon the same terms and provisions, and furnish the Clinical Facility with a memorandum certificate as heretofore described. All other terms and conditions of the existing agreement between the parties shall remain in full force and effect. Any modifications or revisions to the terms and conditions of the agreement shall be mutually agreed upon and shall be signed by the Agency and the University to be valid.

**AGREED      Signature Below:**

**OLNEY CENTRAL COLLEGE :**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**GOOD SAMARITAN:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**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, 2018**

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$5,416,943.14</b>
<b>Operations &amp; Maintenance</b>	<b>\$968,818.99</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>\$986,011.42</b>
<b>Bond &amp; Interest</b>	<b>\$1,601,594.34</b>
<b>Auxiliary</b>	<b>\$1,372,893.59</b>
<b>Restricted Purposes</b>	<b>(\$80,281.06)</b>
<b>Working Cash</b>	<b>\$234,418.08</b>
<b>Trust &amp; Agency</b>	<b>\$460,379.42</b>
<b>Audit</b>	<b>(\$50.40)</b>
<b>Liability, Protection &amp; Settlement</b>	<b>\$467,549.93</b>
<b>TOTAL ALL FUNDS</b>	<b>\$11,428,277.45</b>
<b>Respectfully submitted,</b>	
<b>Ryan Hawkins, Treasurer</b>	

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Comparative Combined Balance Sheets - All Funds**  
**September 30, 2018 & 2017**

	<b>ALL FUNDS</b>	
	<b>Fiscal Year 2019</b>	<b>Fiscal Year 2018</b>
<b>ASSETS:</b>		
CASH	\$ 11,428,277	\$ 10,463,793
IMPREST FUND	21,300	21,300
CHECK CLEARING	12,500	12,500
INVESTMENTS	19,490,000	18,590,000
RECEIVABLES	2,611,505	4,724,584
INVENTORY	452,424	507,898
OTHER ASSETS	462,250	456,087
FIXED ASSETS (Net of Depr)	16,105,729	17,349,514
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>\$ 50,583,985</b>	<b>\$ 52,125,676</b>
 <b>LIABILITIES:</b>		
PAYROLL DEDUCTIONS PAYABLE	\$ 192,460	\$ 213,563
ACCOUNTS PAYABLE	329,581	83,519
DEFERRED REVENUE	108,412	98,113
L-T DEBT GROUP (FUND 9)	7,370,668	9,391,550
OPEB (Prior Year Restated for GASB 75 Implementation)	15,228,583	15,463,329
<b>TOTAL LIABILITIES:</b>	<b>23,229,704</b>	<b>25,250,074</b>
 <b>FUND BALANCES:</b>		
FUND BALANCE	22,869,818	23,943,413
INVESTMENT IN PLANT (Net of Depr)	16,105,729	17,349,514
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(22,599,251)	(24,854,879)
RESERVE FOR ENCUMBRANCES	10,977,985	10,437,554
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>27,354,281</b>	<b>26,875,602</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>\$ 50,583,985</b>	<b>\$ 52,125,676</b>

ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 For the Periods Ended September 30, 2018 & 2017

	FY 2019 YEAR-TO-DATE	FY 2018 YEAR-TO-DATE
<b>REVENUES:</b>		
LOCAL GOVT SOURCES	\$ 3,874,650	\$ 2,563,745
STATE GOVT SOURCES	1,829,712	3,164,454
STUDENT TUITION & FEES	6,095,053	6,720,440
SALES & SERVICE FEES	1,258,933	1,342,092
FACILITIES REVENUE	4,855	3,135
INVESTMENT REVENUE	34,031	19,810
OTHER REVENUES	764,969	88,649
<b>TOTAL REVENUES:</b>	<u>13,862,203</u>	<u>13,902,325</u>
 <b>EXPENDITURES:</b>		
INSTRUCTION	1,866,334	1,846,634
ACADEMIC SUPPORT	111,633	112,301
STUDENT SERVICES	346,362	334,098
PUBLIC SERV/CONT ED	4,900	-
OPER & MAINT PLANT	633,561	704,652
INSTITUTIONAL SUPPORT	1,861,179	1,795,859
SCH/STUDENT GRNT/WAIVERS	1,777,333	2,341,763
AUXILIARY SERVICES	1,614,814	1,591,642
<b>TOTAL EXPENDITURES:</b>	<u>8,216,116</u>	<u>8,726,949</u>
 <b>TRANSFERS AMONG FUNDS:</b>		
INTERFUND TRANSFERS	<u>-</u>	<u>-</u>
<b>TOTAL TRANSFERS AMONG FUNDS:</b>	<u>-</u>	<u>-</u>
 <b>NET INCREASE/DECREASE IN NET ASSETS</b>	 <u><u>\$ 5,646,087</u></u>	 <u><u>\$ 5,175,376</u></u>

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

College	Category	FISCAL YEAR 2017			FISCAL YEAR 2018			FISCAL YEAR 2019			% 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		\$ 560,384			\$ 521,682			\$ 417,126		
	Payroll		420,629			416,853			403,967		
	Totals	\$ 4,089,274	981,013	24%	\$ 4,189,416	938,535	22%	\$ 4,550,604	821,093	18%	17%
Lincoln Trail	Bills		610,832			700,347			689,548		
	Payroll		380,327			396,238			379,085		
	Totals	\$ 4,198,705	991,159	24%	\$ 4,531,653	1,096,585	24%	\$ 4,788,234	1,068,633	22%	17%
Olney Central	Bills		633,918			668,639			805,533		
	Payroll		734,146			741,708			736,592		
	Totals	\$ 7,158,163	1,368,064	19%	\$ 7,303,330	1,410,347	19%	\$ 7,449,755	1,542,125	21%	17%
Wabash Valley	Bills		933,590			793,709			926,278		
	Payroll		538,850			502,338			494,105		
	Totals	\$ 6,124,837	1,472,440	24%	\$ 6,136,568	1,296,047	21%	\$ 6,236,897	1,420,383	23%	17%
Workforce Educ.	Bills		857,306			735,567			59,918		
	Payroll		228,685			216,519			192,345		
	Totals	\$ 5,106,047	1,085,991	21%	\$ 4,869,942	952,086	20%	\$ 4,258,339	252,263	6%	17%
District Office	Bills		70,285			68,547			76,053		
	Payroll		233,546			223,924			241,294		
	Totals	\$ 1,349,414	303,831	23%	\$ 1,614,463	292,471	18%	\$ 1,519,023	317,347	21%	17%
District Wide	Bills		405,498			557,656			473,871		
	Payroll		167,457			170,656			184,674		
	Totals	\$ 2,339,438	572,955	24%	\$ 2,705,152	728,312	27%	\$ 2,883,536	658,545	23%	17%
<b>GRAND TOTALS</b>		<b>\$30,365,878</b>	<b>\$ 6,775,453</b>	<b>22%</b>	<b>\$31,350,524</b>	<b>\$6,714,383</b>	<b>21%</b>	<b>\$31,686,388</b>	<b>\$6,080,389</b>	<b>19%</b>	<b>17%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**September 30, 2018**

	FY 2019		FY 2018		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	2,632,061	43.29%	2,667,767	39.73%	(35,706)	-1.338%
Employee Benefits	583,617	9.60%	545,434	8.12%	38,183	7.000%
Contractual Services	227,188	3.74%	206,454	3.08%	20,734	10.043%
Materials	372,892	6.13%	495,049	7.37%	(122,157)	-24.676%
Travel & Staff Development	32,915	0.54%	20,626	0.31%	12,289	59.580%
Fixed Charges	96,583	1.59%	103,998	1.55%	(7,415)	-7.130%
Utilities	239,283	3.94%	295,743	4.40%	(56,460)	-19.091%
Capital Outlay	22,173	0.36%	10,996	0.16%	11,177	0.000%
Other	1,873,677	30.82%	2,367,847	35.27%	(494,170)	-20.870%
	<u>6,080,389</u>	<u>100.00%</u>	<u>6,713,914</u>	<u>100.00%</u>	<u>(633,525)</u>	<u>-9.436%</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**

## MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Terry L. Bruce  
**DATE:** October 11, 2018  
**RE:** Personnel Report

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

## **INDEX**

- 400.2. Employment of Personnel**
- 400.3. Change in Status**
- 400.4. Retirement Ratification**

# PERSONNEL REPORT

## **400.1. Employment of Personnel**

### **A. Professional Non-Faculty, Exempt**

1. Sarah Holtz, Assistant Program Director of Cosmetology, OCC, effective October 17, 2018

## **400.2. Change in Status**

### **B. Professional Non-Faculty, Non-Exempt**

1. Andrea Puckett, Coordinator of Financial Aid, OCC, to Director of Financial Aid, DO, effective October 17, 2018

## **400.3. Retirement Ratification**

### **C. Faculty**

1. Stephen Questelle, Workforce Education Instructor, effective January 1, 2019

**Agenda Item #15**

**Collective Bargaining**

**Agenda Item #16**

**Litigation**

**Agenda Item #17**

**Other Items**

**Agenda Item #18**

**Adjournment**



**Locally Funded, CDB, & PHS Projects  
Projects Schedule**

	Funding Source	Estimated Budget								
Student Center - WVC	CDB	\$4,029,400	████████							
Temp Building Replacement - LTC	CDB	\$1,495,500	████████							
Center for Technology - LTC	CDB	\$7,569,800	████████							
<b>GRAND TOTAL</b>		<b>\$13,094,700</b>	<b>Board Approval</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>	<b>100% Completed</b>	<b>Fully Accepted</b>

9/30/2018