## ILLINOIS EASTERN COMMUNITY COLLEGES

#### **BOARD OF TRUSTEES**

## MONTHLY MEETING

January 15, 2019



Location:

Olney Central College 305 North West Street Olney IL 62450

Dinner – 6:00 p.m. – Banquet Room Meeting – 7:00 p.m. – Banquet Room

## 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

## January 15, 2019 7:00 p.m. Olney Central College Banquet Room

1. 2. 3.	Call to Order & Roll Call
4.	Public Comment
5.	Reports A. Trustees B. Presidents C. Cabinet
6.	Policy First Reading (and Possible Approval)Bruce A. None
7.	Policy Second ReadingBruce A. None
8.	<ul> <li>Staff Recommendations for Approval</li> <li>A. Employee Satisfaction Survey Results Fiscal Year 2019Bruce</li> <li>B. Affiliation Agreement – St. Anthony's Memorial HospitalBruce</li> </ul>
9.	Bid Committee ReportBruce A. None
10.	District Finance A. Financial Report
11.	Chief Executive Officer's ReportBruce

12.	Executive Session	Bruce
13.	<ul><li>Approval of Executive Session Minutes</li><li>A. Written Executive Session Minutes</li><li>B. Audio Executive Session Minutes</li></ul>	
14.	Approval of Personnel Report	Bruce
15.	Collective Bargaining A. Memorandum of Agreement	Bruce
16.	Litigation	Bruce
17.	Other Items	
18.	Adjournment	

Minutes of a <u>regular meeting</u> of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Bob Boyles Foundation Hall, Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, <u>Tuesday</u>, <u>December 11</u>, <u>2018</u>.

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

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

Gary Carter, Brenda K. Culver, G. Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Also present was Haylee Neuman, student trustee. Trustees absent: Trustee John Brooks was not present at Roll Call. Trustee Brooks joined the meeting at 7:12 p.m.. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

<u>Also present</u> at this meeting, in addition to trustees: 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 Technology and Communications. Ryan Hawkins, Chief Finance Officer. Holly Martin, Chief Academic Officer. Renee Smith, Assistant to CEO/Board Secretary.

<u>AGENDA #2 – "Disposition of Minutes"</u> – Open meeting minutes as prepared for the regular meeting held November 20, 2018 were presented for disposition.

**Board Action to Approve Minutes:** Trustee James Lane made a motion to approve the minutes of the foregoing meeting as amended. 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.

AGENDA #3 - "Recognition of Visitors & Guests" -

**#3-A. Visitors & Guests:** Visitors & guests present were recognized.

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

AGENDA #4 – "Public Comment" – None.

AGENDA #5 - "Reports" -

**<u>#5-A.</u>** Report from Trustees: Trustee Brenda Culver reported on representing the Board by attending a Senior Citizen Luncheon held at the West Richland Center.

**<u>#5-B. Report from Presidents:</u>** Informational reports including the announcement of upcoming events were provided by the College Presidents.

**<u>#5-C. Report from Cabinet:</u>** President Ryan Gower and President Jay Edgren presented information on "IECC's Past and Future Enrollment".

Trustee John Brooks joined the meeting at 7:12 p.m.

#### AGENDA #6 - "Policy First Readings (and Possible Approval)" -

<u>#6-A. Policy 400.21 Military Leave:</u> Revisions to the policy were outlined to ensure compliance with recent legislative changes that address benefits while on military duty. The revised policy was presented as follows:

HUMAN RESOURCES - 400

#### Military Leave (400.21)

Date Adopted: May 20, 1997 Revised: February 21, 2006 Revised: April 18, 2017 Revised: December 11, 2018 (pending Board approval)

Employee Military Leave

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

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

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

1. <u>Annual #Training leave</u>: employee receives his or her regular compensation from employer <u>for up</u> to 30 days per calendar year.

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

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

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

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

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

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

#### Family Military Leave

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

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

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

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

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

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

**<u>Recommendation</u>**: The CEO recommended that second reading be waived and that the revised foregoing policy be approved.

**Board Action:** Trustee Brenda Culver made a motion that second reading be waived and that the revised Military Leave 400.21 policy be approved 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.

<u>**#6-B.** Policy 100.30 Emergency Succession:</u> Revisions to the policy were outlined to address title changes. The revised policy was presented as follows:

#### BOARD OF TRUSTEES - 100 Emergency Succession Policy (100.30)

Date Adopted: October 20, 2015 Revised: December 11, 2018 (pending Cabinet and Board approval)

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

#### I. Administrative Succession

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

#### II. Chief Executive Officer Succession

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

#### III. Interim Management Team

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

<u>Chief Executive Officer</u> Chief Finance-Financial Officer/Treasurer Dean of Academic & Student Support Services and Chief Academic Officer Director of Human Resources Secretary to Board of Trustees

#### Chief Finance Financial Officer

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

#### Dean of Academic & Student Support Services and Chief Academic Officer

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

#### Director of Human Resources

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

#### Director of Information and Communications Technology

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

College President

Chief Executive Officer College Dean of Instruction College Director of Business

Dean of Workforce Education

Chief Executive Officer

Associate Dean of Workforce Education Workforce Education Director of Registration & Records Workforce Education Director of Business & Finance

**<u>Recommendation</u>**: The CEO recommended that second reading be waived and that the revised foregoing policy be approved.

**Board Action:** Trustee James Lane made a motion that second reading be waived and that the revised Emergency Succession 100.30 policy be approved as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: 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 #7 – "Policy Second Reading" - None.

<u>AGENDA #8 – "Staff Recommendation for Approval"</u> – The following staff recommendations were presented for approval.

**<u>#8-A. Board Meeting Dates and Locations for 2019:</u>** The Illinois Community College Act requires that the Board annually set meeting dates, times and locations of Board meetings for the upcoming calendar year. Trustees will meet on the third Tuesday of every month except the December meeting shall be the second Tuesday of the month. The CEO recommended adoption of the following schedule of Board meeting dates and locations for calendar year 2019:

Tuesday, January 15, 2019, 7 p.m., Olney Central College
Tuesday, February 19, 2019, 7 p.m., Wabash Valley College
Tuesday, March 19, 2019, 7 p.m., Frontier Community College
Tuesday, April 16, 2019, 7 p.m., Lincoln Trail College
Tuesday, May 21, 2019, 7 p.m., Olney Central College
Tuesday, June 18, 2019, 7 p.m., Wabash Valley College
Tuesday, July 16, 2019, 7 p.m., Frontier Community College
Tuesday, August 20, 2019, 7 p.m., Lincoln Trail College
Tuesday, September 17, 2019, 7 p.m., Olney Central College
Tuesday, October 15, 2019, 7 p.m., Frontier Community College
Tuesday, November 19, 2019, 7 p.m., Frontier Community College
Tuesday, November 10, 2019, 7 p.m., Lincoln Trail College

**Board Action:** Trustee Al Henager made a motion to adopt the Board Meeting Dates and Locations for 2019 as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student 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.

**<u>#8B. MOU with Wabash Area Development Head Start:</u> Under the agreement proposed by WADI, each party will work collaboratively to screen and select Pre-Kindergarten children and refer children to each other's programs and obtain parental consent when required. The CEO recommended approval of the following agreement:** 

## MEMORANDUM OF UNDERSTANDING AND LINKAGE AGREEMENT BETWEEN WABASH AREA DEVELOPMENT INC. HEAD START/EARLY HEAD START PROGRAM And SMALL WORLD – WABASH VALLEY COLLEGE

#### PRE-K AGREEMENT

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

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

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

#### **SPECIAL EDUCATION AGREEMENT**

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

#### Head Start agrees to:

1. a. Screen all children enrolled for potential problems in the areas of physical and dental health within 90 days of enrollment.

b. Screen all children enrolled for potential problems in speech, vision, hearing and development within 45 days of enrollment.

- c. Complete other assessments through observation and discussion with parents.
- d. Obtain a child development history on each child.
- 2. All children failing any section of the developmental rescreen will be referred to the school district, with parent permission, for further evaluation. We will complete referral paperwork and include results from our screenings. We will assist parents with transportation to the school for evaluations and meetings. We will assist the school in contacting parents and relaying messages.
- 3. We wish to participate in all conferences including the IEP and Annual Review. Head Start staff that may attend will be the teacher/home visitor, health staff, or site supervisor depending on conditions and availability of staff.
- 4. Head Start will dual enroll children with the school district as deemed appropriate in the IEP. We will attempt to accommodate placement in our classroom or home based program. Head Start is

willing to be a placement option for children eligible for Special Education and related service if deemed appropriate at the IEP and parents are in agreement.

- 5. We will conference with all teachers of dual enrolled children to ensure continuity of programs, building on and reinforcing the objectives set on the IEP.
- 6. Head Start will obtain written consents of parents to share all information to and from the school district. We will request copies of all evaluations done and all conferences including the IEP. We will observe confidentiality of the information shared.
- 7. We will notify you of any child in our Early Head Start program meeting disability criteria who turns three years old at least six months in advance of their turning three years of age.
- 8. Head Start will assist parents in understanding their rights under the provisions of Part B IDEA.

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

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

#### The school district agrees to:

- 1. Refer to Head Start when a child does not meet eligibility requirements for a school program or when dual enrolling with Head Start would benefit the child.
- 2. Invite Head Start staff to attend staffing, IEP and other reviews and/or ongoing conferences on all children in Head Start. If possible, *CC* the copy of the letter sent to the parent of the child enrolled in the Head Start program.
- 3. Contact Head Start for our assistance when there is difficulty connecting with or getting response from a parent.
- 4. Conduct evaluations as needed on children referred for further assessments when the Head Start screening indicates a concern.
- 5. With written consent of parent, share reports both verbally and written with the appropriate Head Start staff.

#### KINDERGARTEN TRANSITION AGREEMENT

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

#### Head Start agrees to:

- 1. Provide all families leaving Head Start to go on to kindergarten with the booklet, "*Head Start to Kindergarten: Another Step Forward*". The booklet will include a listing of all schools addresses, phone numbers, principal's name, and names of the kindergarten teachers in Edwards, Gallatin, Hamilton, Saline, Wabash, Wayne and White County school districts.
- 2. Encourage families to participate in their pre-school round-up and kindergarten registrations. Head Start will provide transportation assistance if necessary.
- 3. Give the families a copy of their child's physical, dental and shot records from the program's files to take with them to their child's kindergarten registration.

- 4. Plan, do, and review transition activities with families to help with concerns and raise awareness of the important development milestones. Examples of activities are: reading books about kindergarten and separation, drawing pictures, making books, role playing, etc.
- 5. Plan, do, and review field trips to local kindergarten classrooms.

#### The school district agrees to:

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

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

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

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

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

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

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

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

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

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

Both agencies will collaborate as needed in the shared use of facilities, transportation and any other elements agreed to by the parties to such memorandum. This agreement and memorandum will begin September 2018 and continue through September 2019. Agreement will be reviewed and renewed annual.

**Board Action:** Trustee Brenda Culver made a motion to approve the foregoing agreement with Wabash Area Development Head Start with Wabash Valley College's Small World 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.

<u>#8-C. Facility Usage Agreement with Fairfield Memorial Hospital:</u> Under the following agreement, if Fairfield Memorial Hospital was involved in a disaster, Illinois Eastern Community College/Frontier Community College, would agree to assist Fairfield Memorial Hospital in any way possible. The CEO recommended approval of the following agreement:

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

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

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

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

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

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

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

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

**Board Action:** Trustee James Lane made a motion to approve the Facility Usage Agreement between IECC and Fairfield Memorial Hospital 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. Trustees voting nay: None. Student advisory vote: Yea. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**<u>#8-D.</u>** Motorcycle Safety Training Agreements: The CEO recommended approval of a motorcycle safety training agreement with Southern Illinois University at Carbondale for each of the four IECC colleges for 2019. The agreements are listed in full in the board agenda.

**Board Action:** Trustee Gary Carter made a motion to approve the Motorcycle Safety Training Agreements between Southern Illinois University at Carbondale for Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College. 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. Trustees voting nay:

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

**<u>#8-E. Affiliation Agreements:</u>** The CEO recommended approval of affiliation agreements with Crawford Memorial Hospital for LTC's Basic Nurse Assistant Program, with Clay County Hospital and Wabash General Hospital for both FCC and OCC's Phlebotomy Program and with Wabash General Hospital for FCC's Emergency Response Training Program.

**Board Action:** Trustee Gary Carter made a motion to approve the standard affiliation agreements with Crawford Memorial Hospital, Clay County Hospital and Wabash General Hospital as presented in full in the Board agenda, as recommended. Student Trustee Haylee Neuman seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: 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 #9 – "Bid Committee Report" – None.

AGENDA #10 – "District Finance" – The following District financial matters were presented.

**<u>#10-A. Financial Reports:</u>** The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of November 31, 2018.

CFO and Board Treasurer Ryan Hawkins presented the Income Statement History Report to the Board. Mr. Hawkins noted that the following final report is a revision from the report listed in the December Board Agenda.

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

	FY 2019 YEAR-TO-DATE	FY 2018 YEAR-TO-DATE
REVENUES:		
LOCAL GOVT SOURCES	\$ 6,042,155	\$ 5,777,413
STATE GOVT SOURCES	3,859,770	4,596,338
STUDENT TUITION & FEES	10,802,205	10,173,022
SALES & SERVICE FEES	1,652,489	1,697,319
FACILITIES REVENUE	11,497	5,230
INVESTMENT REVENUE	104,431	58,286
OTHER REVENUES	847,516	138,592
TOTAL REVENUES:	23,320,063	22,446,200
EXPENDITURES:		
INSTRUCTION	4,784,338	3,841,435
ACADEMIC SUPPORT	205,501	187,706
STUDENT SERVICES	669,362	570,274
PUBLIC SERV/CONT ED	13,997	2,455
OPER & MAINT PLANT	1,231,932	1,250,206
INSTITUTIONAL SUPPORT	5,335,673	4,703,192
SCH/STUDENT GRNT/WAIVERS	3,583,726	3,625,285
AUXILIARY SERVICES	2,527,196	2,317,958
TOTAL EXPENDITURES:	18,351,725	16,498,511
TRANSFERS AMONG FUNDS:		
INTERFUND TRANSFERS	-	-
TOTAL TRANSFERS AMONG FUNDS:		
NET INCREASE/DECREASE IN NET ASSETS	\$ 4,968,338	\$ 5,947,689

**<u>#10-B. Approval of Financial Obligations:</u>** District financial obligations (Listing of Board Bills) for December 2018 totaling \$349,480.65 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 December, 2018, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: 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 #11 – "Chief Executive Officer's Report" – None.

<u>AGENDA #12 – "Executive Session"</u> – The Board of Trustees did <u>not</u> hold an executive session at this meeting.

#### AGENDA #13 - "Approval of Executive Session Minutes" -

**<u>#13-A. Written Executive Session Minutes:</u>** No executive session was held during the regular meeting, Tuesday, November 20, 2018.

**<u>#13-B.</u>** Audio Recordings of Executive Sessions: No executive session was held during the regular meeting, Tuesday, November 20, 2018.

**<u>#13-C.</u>** Semi-Annual Review of Executive Session Minutes: The Board of Trustees having conducted a semi-annual review of executive session minutes as mandated by Section 2.06 of the Open Meetings Act, the CEO presented the following report and recommendations:

The following <u>written executive session minutes</u> were reviewed in June 2018 and the decision was made at that time to keep them closed:

- 1. Tuesday, June 20, 1995.
- 2. Tuesday, August 15, 1995.
- 3. Tuesday, September 19, 1995.
- 4. Friday, August 2, 1996.
- 5. Tuesday, January 20, 1998.
- 6. Tuesday, June 15, 1999.
- 7. Tuesday, July 20, 1999.
- 8. Tuesday, February 20, 2001.
- 9. Tuesday, March 20, 2001.
- 10. Tuesday, June 19, 2001.
- 11. Tuesday, July 17, 2001.
- 12 Tuesday, August 21, 2001.
- 13. Tuesday, September 18, 2001.
- 14. Tuesday, June 18, 2002.
- 15. Tuesday, July 16, 2002.
- 16. Tuesday, August 20, 2002.
- 17. Tuesday, September 17, 2002.
- 18. Tuesday, January 17, 2012.

B. The following <u>written executive session minutes</u> have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in December 2018:

1. None.

C. The following <u>written executive session minutes</u> have been approved and <u>opened</u> to the public record:

1. None.

D. <u>Audio recordings</u> of previously approved executive sessions <u>will remain closed</u> to the public record and these audio executive session recordings will remain in the custody of the Board Secretary until 18 months following the executive session at which the audio recordings were made:

1. None

E. As part of the Board of Trustees semi-annual review of executive sessions, the Board notes that the <u>audio tape recordings</u> of the following meetings have been held by the Secretary for more than the 18 months required, and the Secretary is directed to <u>destroy</u> these recordings after this meeting:

1. May 17, 2016.

F. As part of the Board of Trustees semi-annual review of executive session minutes, the Board notes that executive sessions were <u>not held</u> on the following dates:

- 1. Tuesday, June 19, 2018.
- 2. Tuesday, July 17, 2018.
- 3. Tuesday, August 21, 2018.
- 4. Tuesday, September 18, 2018.
- 5. Tuesday, October 16, 2018.
- 6. Tuesday, November 20, 2018.

G. It is recommended that the following previously approved closed meeting minutes be open to the public record:

- 1. Tuesday, January 20, 1998.
- 2. Tuesday, June 15, 1999.
- 3. Tuesday, July 20, 1999.
- 4. Tuesday, February 20, 2001.
- 5. Tuesday, March 20, 2001.
- 6. Tuesday, June 19, 2001.
- 7. Tuesday, July 17, 2001.
- 8 Tuesday, August 21, 2001.
- 9. Tuesday, September 18, 2001.
- 10. Tuesday, June 18, 2002.
- 11. Tuesday, July 16, 2002.
- 12. Tuesday, August 20, 2002.
- 13. Tuesday, September 17, 2002.

**Board Action:** Trustee Al Henager made a motion to adopt the foregoing report and recommendations as outlined, for minutes of executive sessions held on the dates listed. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken. The Chair declared the "Ayes" have it, the motion is adopted.

AGENDA #14. Personnel Report: Tara Buerster presented the following personnel report and the CEO recommended approval.

#### 400.1. Employment of Personnel

#### A. Classified

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

#### 400.2. Change-in-Status

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

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

#### 400.3. Termination of Employment

#### A. Classified

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

Trustee James Lane made a motion to approve the foregoing personnel report. 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 #15 – Collective Bargaining – None.

AGENDA #16 – Litigation – None.

AGENDA #17 – Other Items – None.

<u>AGENDA #18 – Adjournment</u> – Student Trustee Haylee Neuman made a motion to adjourn. Trustee Gary Carter seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No". The voice vote was taken. The Chair declared the "Ayes" have it, the motion is adopted, and the meeting was adjourned at 7:50 p.m.

## Call to Order and Roll Call

**Disposition of Minutes** 

## **Recognition of Visitors and Guests**

A. Visitors and Guests B. IECEA Representatives

**Public Comment** 

Reports A. Trustees B. Presidents C. Cabinet

Policy First Reading (and Possible Approval)

None

## **Policy Second Reading**

None

Staff Recommendations for Approval

Employee Satisfaction Survey Results Fiscal Year 2019

#### MEMORANDUM

TO:	Board of Trustees
FROM:	Terry L. Bruce
DATE:	January 15, 2019
RE:	Employee Satisfaction Survey Results FY2019

In the fall of each year, IECC employees are given the opportunity to review the operation of the District and its four colleges.

Employees identify their work location, classification, whether they were employed full or part-time and their years of service. The employees review health and dental benefits, information availability, personnel changes, website quality, equipment and technology needs, and a variety of other questions concerning their employment. Detailed survey results have been emailed to the members of the Board.

For FY19, some of the highest areas of satisfaction were:

- 98% The Administration is available to staff/faculty within a reasonable time frame.
- 99% The IT Help Desk resolving issues to employee satisfaction.
- 99% The IT Help Desk providing professional, courteous, and timely technical support.
- 97% IECC fosters a team atmosphere that is both supportive and cooperative.
- 98% The Administration takes reasonable measures to promote environmental protection and conservation of natural resources.
- 99% The overall satisfaction with employment.
- 98% Would recommend IECC to a prospective student or employee.

Overall, the survey results show that employees are satisfied with their employment and the operation of the District.

I ask the Board's acceptance of the FY19 Employee Satisfaction Survey results.

TLB/rs

Affiliation Agreement with St. Anthony's Memorial Hospital

#### MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: January 15, 2019

RE: Affiliation Agreement

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 an affiliation agreement with St. Anthony's Memorial Hospital for OCC's Phlebotomy Program.

I ask the Board's approval of this affiliation agreement.

TLB/rs

Attachment

## CLINICAL AFFILIATION AGREEMENT BETWEEN ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT 529 OLNEY CENTRAL COLLEGE AND HSHS ST. ANTHONY'S MEMORIAL HOSPITAL

THIS CLINICAL AFFILIATION AGREEMENT (the "Agreement") is entered into by and between St. Anthony's Memorial Hospital, of the Hospital Sisters of the Third Order of St. Francis ("the Facility") and Illinois Eastern Community Colleges, District 529, Olney Central College ("the School") (collectively, the "Parties" or separately, a "Party").

WHEREAS, Facility is an Illinois ("State") licensed acute care hospital, located in Effingham, Illinois; and

WHEREAS, the School desires to provide educational experiences to the students (hereinafter each a "Student" or collectively "Students") enrolled in one of the School's practical learning programs, as listed in <u>Exhibit A</u>, attached hereto and incorporated herein (hereinafter, each a "Program" or collectively the "Programs"); and

WHEREAS, Facility is willing to make available certain Facility sites, as listed in <u>Exhibit B</u>, attached hereto and incorporated herein, to the School, its employed faculty members, if applicable, and Students for the purpose of providing practical learning and clinical experiences through the Programs, which will necessarily include some activities and tasks performed by each Student; and

WHEREAS, requirements specific to each Program are set forth in **Exhibit C**.

NOW, THEREFORE, it is understood and agreed upon by the Parties hereto as follows:

## 1. SCHOOL RESPONSIBILITIES:

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

## **1.2.** Student professional liability insurance.

1.2.1. <u>State Colleges and Universities</u>. If the School is a state college or university, the School shall require Students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student professional liability insurance policy of at least

One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such Student while participating in the program at the Facility. Provided further, in the event the required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Student. Shared liability limits between students are prohibited. School will promptly, and in no event longer than thirty (30) days, notify Hospital in writing of any material modification or cancellation in such insurance. The above stated liability limits are for the payment of indemnity claims and are exclusive of legal fees and other defense costs.

1.2.2. <u>Other Colleges and Universities</u>. Unless otherwise specified in <u>Exhibit</u> <u>C</u>, the School shall require Students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least

One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such Student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to Student participation in the Program. In the event the required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Student. The School shall require Students participating in the Program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Student.

- 1.2.3. <u>Additional insurance coverage</u>. Any additional applicable insurance coverage requirements shall be set out by the Parties in Exhibit C to this Agreement.
- **1.3.** Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the Students participating in the Programs will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances. The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

- **1.4.** Evidence of student certifications, vaccinations, etc. Where applicable, the School shall provide evidence that a Student has met all vaccination and certifications requirements, as required by law and Facility policy, which may include, without limitation, CPR certification, hepatitis B vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB, as described in further detail in <u>Exhibit C</u>.
- **1.5.** Criminal background check and drug screen compliance. Where applicable, a criminal background check and drug screen, as specified in <u>Exhibit C</u>, and as required by and acceptable to the Facility, are required of each placed Student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the background check and drug screening have been completed and that Students with unacceptable results will not participate at sites where Students with such results are forbidden by policy.
- **1.6.** School notices to students. The School shall notify each Student prior to his/her arrival at the Facility and shall ensure that he/she:
  - 1.6.1. Follows the administrative policies, standards, and practices of the Facility.
  - 1.6.2. Obtains medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
  - 1.6.3. Provides his/her own transportation and living arrangements.
  - 1.6.4. Reports to the Facility on time and follows all established regulations during the regularly scheduled operating hours of the Facility.
  - 1.6.5. Conforms to the standards and practices established by the School while functioning at the Facility.
  - 1.6.6. Obtains prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.
  - 1.6.7. Meets the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional code of ethics and the applicable standards of TJC and/or other relevant accrediting or regulatory bodies.
- **1.7. Qualifications of School faculty.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.

## 2. FACILITY RESPONSIBILITIES:

**2.1. Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section 3.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised

clinical experiences to Students. Such facilities shall include an environment conducive to the learning process of the Students as intended by the terms of this Agreement and conforming to customary Facility procedures.

- **2.2.** Facility rules applicable to Students during clinical assignments. Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, Students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.
- **2.3. Patient care.** While at the Facility, Students are not to replace the Facility staff, and are not to render services except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a Student and a patient shall be under the supervision of a supervisor designated by the School. The Facility shall at all times remain responsible for patient care. The School shall at be responsible for ensuring each Student is adequately supervised at all times.
- 2.4. Emergency treatment of Students. Emergency outpatient treatment will be available to Students while in the Facility hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital Facility site, standard procedure will be followed. It is the Student's responsibility to bear the cost of the emergency treatment.
- 2.5. Designation of liaison to School; communications relating to clinical placements. The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the clinical Programs. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.
- **2.6.** Identity and credentials of Facility supervising personnel. The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing Student(s) experiences.
- 2.7. School tour of Facility. The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

- **2.8. Provision of relevant Facility policies.** The Facility shall provide Student(s) and the School with the Facility's administrative policies, standards and practices relevant to the clinical placement.
- **2.9. FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's Students who train at the Facility pursuant to this Agreement.

## **3. OTHER RESPONSIBILITIES:**

- **3.1.** Compliance with patient privacy laws. The School agrees to abide by and require its faculty and Students to abide by the Standards for Privacy of Individually Identifiable Health Information and all other regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other state or federal health information privacy and security laws (collectively, "Privacy Laws") in effect as of the Effective Date or as amended from time to time. Upon request, the Parties may amend the Agreement to conform with any new or revised Privacy Laws in order to ensure that Facility is at all times in conformance with all Privacy Laws. School and each Student acknowledges and agrees that each is a participant in Facility's organized health care arrangement ("OHCA"), and further agree to act in accordance with such OHCA designation.
- **3.2.** Determination of instructional period. The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.
- **3.3. Determination of number of participating Students.** The number of Students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the Parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of Students eligible to participate in the clinical education experience with prior notice to the School and adequate time for the School to reassign the Student(s) to another clinical site. The Facility agrees further to accommodate Students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

**3.4.** Evaluation of Students' clinical experiences. Evaluation of the clinical learning experiences of the Students will be accomplished jointly by the School and the Facility. Appropriate School and Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to Students.

### 3.5. Removal of students.

- 3.5.1. The School has the right to remove a Student from a clinical education Program. The School shall notify the Facility of such removal in writing.
- 3.5.2. The Facility may immediately remove any Student participating in a clinical education experience from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a Student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the Student.

## 4. TERM OF AGREEMENT:

The term of this Agreement shall be for three (3) years, to commence on January 1, 2019 ("Effective Date") and terminate on December 31, 2021 at 11:59 p.m. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other Party. In the event that this Agreement is terminated, Students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

## 5. ADDITIONAL TERMS:

**5.1.** Ethical and Religious Directives. The Parties acknowledge that Facility is operated in accordance with the *Ethical and Religious Directives for Catholic Healthcare Services* as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church ("Ethical and Religious Directives"), and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Facility. It is the intent and agreement of the Parties that neither this Agreement nor any part hereof shall be construed to require Facility to violate said Ethical and Religious Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Ethical and Religious Directives. The School shall ensure that Students act in accordance with the Ethical and
Religious Directives when engaged in clinical educational experiences at Facility.

- **5.2.** Compliance with laws. The Parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations and accreditation standards, including but not limited to Federal Health Care Program (as defined under 42 U.S.C. § 1320a-7b(f), fraud and abuse laws (including the Anti-Kickback Statute and the Stark Law), and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws (collectively, "Laws").
- **5.3. System Responsibility Program.** Facility has in place a System Responsibility Program (the "**Responsibility Program**") which has as its goal, to ensure that Facility complies with Laws. The Responsibility Program focuses on risk management, the prevention of misconduct and the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices. The School acknowledges Facility's commitment to the Responsibility Program and agrees to conduct all activities which occur pursuant to this Agreement in accordance with the underlying philosophy of the Responsibility Program.
- **5.4.** Warranty of non-exclusion. Each Party represents and warrants to the other that it is not: excluded from participation in any Federal Health Care Program; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. Each Party further represents and warrants to the other Party that to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. The School shall notify Facility in writing upon the commencement of any such exclusion or investigation within seven (7) business days of receiving first notice of such exclusion or investigation. Facility shall have the right to terminate this Agreement immediately upon learning of any such exclusion and shall be kept informed of the status of any such investigation.
- **5.5. Independent Parties.** Except as set forth in this Agreement, no action taken by either Party, or its officers, employees or agents pursuant to this Agreement, shall be deemed to create any partnership, joint venture, association or syndicate between the Parties, nor shall any such action be deemed to confer upon either Party any express or implied right or authority to assume, or create any obligation or responsibility on behalf of, or in the name of, the other Party. The Parties to this Agreement are independent entities, contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. Facility shall not be responsible for the payment of any federal, state or local

taxes arising under or in connection with this Agreement, including, without limitation, the payment of actual and estimated tax liabilities, and Facility shall be indemnified and held harmless from any loss, cost, or liability arising out of the School's failure to do so.

- **5.6. Stipulations as to liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- **5.7.** Non-Discrimination. The Parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, as well as any and all applicable rules and regulations of the State. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.
- **5.8.** Employment status. No assigned Student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such Student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
- **5.9. Amendments.** This Agreement may be amended only by an instrument in writing signed by the Parties.
- **5.10.** Assignment. Neither Party may assign this Agreement or the rights or obligations hereunder without the specific written consent of the other Party, except that this Agreement may be assigned by Facility without the prior written approval of the School to an affiliate of Facility. For purposes of this Agreement, "Affiliate" shall mean any successor entity of Facility, or any entity controlled directly or indirectly by Facility or Hospital Sisters Health System.
- **5.11.** Books and records. If this Agreement is a contract within the purview of Section 1861(v)(1)(I) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated at 42 C.F.R. Part 420 in implementation thereof, the Parties agree to make available to the Comptroller General of the United States ("Comptroller General"), the Secretary of the Department of Health and Human Services ("Secretary") and their duly authorized representatives, for four (4) years after the latest furnishing of services pursuant to this Agreement, access to the books, documents and

records and such other information as may be required by the Comptroller General or Secretary to verify the nature and extent of the costs of services provided by each Party, respectively. If either Party, upon the approval of the other Party, carries out the duties of this Agreement through a subcontract worth \$10,000.00 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

- **5.12.** Corporate practice of medicine. Nothing contained herein shall be construed as allowing or authorizing Facility to engage in the practice of medicine, either directly or through its agents or employees. It is the intent of the Parties that any actions performed pursuant to this Agreement which constitute acts of medicine are not acts of, or by, Facility.
- **5.13.** Counterparts; facsimile and pdf signatures. The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for

all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

- **5.14.** Entire agreement. This Agreement supersedes all previous contracts or agreements between the Parties for the same services, and constitutes the entire agreement between the Parties. Neither the School nor Facility shall be entitled to benefits other than those specifically enumerated herein.
- **5.15.** Governing law. This Agreement shall be construed and governed by the laws of the State. Unless otherwise required by law, the Parties shall submit to the jurisdiction of the courts within the county where Facility is located in the State.
- **5.16. Headings.** The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- **5.17. Interpretation.** The Parties hereto acknowledge that (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rule 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 or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

**5.18.** Notice. Notices or communications herein required or permitted shall be given to the respective Party by registered or certified mail (each notice being deemed given as of the date of mailing), electronic mail for which the sender has an electronic receipt, or by hand delivery at the address listed under the Party's signature to this Agreement unless either Party shall designate a new address by written notice. The notice shall be deemed to be received as follows: in the case of actual delivery, on the date of its receipt by the Party entitled to it; in the case of overnight courier service, on the next business day following mailing; and in the case of certified or registered mail, three (3) days after the date of its mailing.

### If to Facility:

503 N. Maple Street Effingham, IL62401 Attn: President & CEO Email: Theresa.Rutherford@hshs.org With a copy to: 224 West Garfield Belleville, IL 62220 Attn: SID-Office if General Counsel Email: Nicole.Holst@hshs.org

### If to School:

Address: 305 N. West Street Olney, Il 62450 Attn: Phlebotomy Program Director Email:

- **5.19.** Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Agreement and the application of any term or provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby and all other terms shall be valid and enforceable to the fullest extent permitted by law.
- **5.20.** Survival. Any provision which expressly or by its context requires, after termination of this Agreement, action or places obligations on the Parties to this Agreement, shall so survive the termination of this Agreement.
- **5.21.** Third party rights. Except as otherwise expressly stated herein, the Parties do not intend to create any enforceable rights in any third party under this Agreement and there are no third party beneficiaries to this Agreement.

**5.22.** Waiver of breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach hereof.

[Signature Page Follows]

**IN WITNESS WHEREOF**, a duly authorized officer and representative of each party have executed this agreement on the date(s) as indicated below

HSHS St. Anthony's Memorial Hospital	Illinois Eastern Community College					
	District 529, Olney Central College					
Theresa J. Rutherford						
President & CEO	Printed Name:					
	Title:					
Date:	Date:					
	Printed Name:					
	Title:					
	Date:					
	Printed Name:					
	Title:					
	Date:					
	Printed Name:					
	Title:					
	Date:					

## EXHIBIT A FACILITIES SITES

### Main Site

St. Anthony's Memorial Hospital 503 N. Maple Effingham, IL 62401

### **Secondary Sites**

HSHS St. Anthony's Effingham Health Center 900 W. Temple, Building B Effingham, IL 62401

Newton Diagnostic Center 223 E. 6<sup>th</sup> Street Neoga, IL 62447

Altamont Diagnostic Center 3 Do It Drive, Suite A Altamont, IL 62411

# **Bid Committee Report**

None

**District Finance** 

A. Financial Report B. Approval of Financial Obligations

## ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

### TREASURER'S REPORT December 31, 2018

FUND	BALANCE
Educational	\$6,183,528.40
Operations & Maintenance	\$1,100,570.15
Operations & Maintenance (Restricted)	\$816,673.22
Bond & Interest	\$426,533.80
Auxiliary	\$898,931.50
Restricted Purposes	(\$166,750.57)
Working Cash	\$147,194.92
Trust & Agency	\$503,541.85
Audit	(\$5,628.66)
Liability, Protection & Settlement	\$727,694.22

TOTAL ALL FUNDS

\$10,632,288.83

Respectfully submitted,

Ryan Hawkins, Treasurer

#### ILLINOIS EASTERN COMMUNITY COLLEGES Comparative Combined Balance Sheets - All Funds December 31, 2018 & 2017

		ALL	FUNDS	
		Fiscal		Fiscal
		Year		Year
		2019		2018
ASSETS:	•		•	
CASH	\$	10,632,289	\$	10,222,248
IMPREST FUND		21,300		21,300
CHECK CLEARING		12,500		12,500
CDB PROJECT TRUST		75,467		-
INVESTMENTS		19,750,000		18,590,000
RECEIVABLES		3,265,817		5,494,255
INVENTORY		452,424		507,898
OTHER ASSETS		462,250		456,087
FIXED ASSETS (Net of Depr)		16,238,034		17,349,514
TOTAL ASSETS AND OTHER DEBITS:	\$	50,910,081	\$	52,653,802
LIABILITIES: PAYROLL DEDUCTIONS PAYABLE	\$	195,597	\$	381,553
ACCOUNTS PAYABLE	Ψ	369,927	Ψ	69,133
DEFERRED REVENUE		72,189		09,100
L-T DEBT GROUP (FUND 9)		7,370,668		- 9,391,550
OPEB (Prior Year Restated for GASB 75 Implementation)		15,228,583		15,463,329
TOTAL LIABILITIES:		23,236,964		25,305,565
		23,230,304		20,000,000
FUND BALANCES:				
FUND BALANCE		26,502,497		27,753,837
INVESTMENT IN PLANT (Net of Depr)		16,238,034		17,349,514
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)		(22,599,251)		(24,854,879)
RESERVE FOR ENCUMBRANCES		7,531,837		7,099,765
TOTAL EQUITY AND OTHER CREDITS		27,673,117		27,348,237
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$	50,910,081	\$	52,653,802

### ILLINOIS EASTERN COMMUNITY COLLEGES Combined Statement of Revenues, Expenses, and Changes in Net Assets For the Periods Ended December 31, 2018 & 2017

	FY 2019	FY 2018 YEAR-TO-DATE		
REVENUES:	YEAR-TO-DATE	YEAR-TO-DATE		
LOCAL GOVT SOURCES	\$ 6,764,218	\$ 6,518,726		
STATE GOVT SOURCES	5,247,305	5,166,832		
STUDENT TUITION & FEES	11,688,595	11,427,522		
SALES & SERVICE FEES	1,787,624	1,821,395		
FACILITIES REVENUE	12,782	5,855		
INVESTMENT REVENUE	125,426	73,785		
OTHER REVENUES	866,737	157,904		
TOTAL REVENUES:	26,492,687	25,172,019		
EXPENDITURES:				
INSTRUCTION	5,325,922	5,137,740		
ACADEMIC SUPPORT	238,656	243,740		
STUDENT SERVICES	796,838	734,672		
PUBLIC SERV/CONT ED	13,997	2,530		
OPER & MAINT PLANT	1,350,843	1,459,810		
INSTITUTIONAL SUPPORT	5,757,887	5,212,943		
SCH/STUDENT GRNT/WAIVERS	4,316,617	3,990,810		
AUXILIARY SERVICES	2,813,246	2,679,245		
TOTAL EXPENDITURES:	20,614,006	19,461,490		
TRANSFERS AMONG FUNDS:				
INTERFUND TRANSFERS	-	_		
TOTAL TRANSFERS AMONG FUNDS:				
NET INCREASE/DECREASE IN NET ASSETS	\$ 5,878,681	\$ 5,710,529		
	,,	,		

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

		FISCAL YEAR 2017 Anticipated Spent Thru			FISCAL YEAR 2018 Anticipated Spent Thru			FIS Anticipated	Ð	% of	
College	Category	Budget	December	% of Bdgt	Budget	December	% of Bdgt	Budget	Spent Thru December	% of Bdgt	Year
Frontier	Bills		\$ 983,431			\$ 933,165			\$ 976,284		
	Payroll		1.008.990			1.024.719	)		1,053,682		
	Totals	\$ 4,089,274	1,992,421		\$ 4,189,416	1,957,884		\$ 4,550,604	2,029,966		50%
Lincoln Trail	Bills		1,147,769			1,167,854	Ļ		1,274,638		
	Payroll		1,020,279			1,073,125	5		1,119,629		
	Totals	\$ 4,198,705	2,168,048	52%	\$ 4,531,653	2,240,979	49%	\$ 4,788,234	2,394,267	50%	50%
Olney Central	Bills		1,174,897			1,247,532	2		1,410,327		
	Payroll		2,019,229			2,132,644	Ļ		2,130,702		
	Totals	\$ 7,158,163	3,194,126	45%	\$ 7,303,330	3,380,176	6 46%	\$ 7,449,755	3,541,029	48%	50%
Wabash Valley	Bills		1,699,673			1,543,590	)		1,674,628		
	Payroll		1,489,391			1,402,762	2		1,482,222		
	Totals	\$ 6,124,837	3,189,064	52%	\$ 6,136,568	2,946,352	48%	\$ 6,236,897	3,156,850	51%	50%
Workforce Educ.	Bills		1,430,931			1,242,170	)		1,338,382		
	Payroll		551,073			508,907	•		454,860		
	Totals	\$ 5,106,047	1,982,004	39%	\$ 4,869,942	1,751,077	36%	\$ 4,258,339	1,793,242	42%	50%
District Office	Bills		137,969			137,023	3		157,046		
	Payroll		527,547			521,140	)		553,266		
	Totals	\$ 1,349,414	665,516	49%	\$ 1,614,463	658,163	8 41%	\$ 1,519,023	710,312	47%	50%
District Wide	Bills		684,185			871,886	5		983,834		
	Payroll		392,202			402,048	3		427,553		
	Totals	\$ 2,339,438	1,076,387	46%	\$ 2,705,152	1,273,934	47%	\$ 2,883,536	1,411,387	49%	50%
GRAND TO	TALS	\$30,365,878	\$ 14,267,566	47%	\$31,350,524	\$14,208,565	45%	\$31,686,388	\$15,037,053	47%	50%

#### ILLINOIS EASTERN COMMUNITY COLLEGES Operating Funds Expense Report December 31, 2018

								Increa	se		
	FY 2019			FY 2018				(Decrease)			
		% of		% of							
		Amount	Total	Amount	Total			\$	%		
Salaries	\$	7,221,914	48.03%	\$ 7,065,345	49.73%		\$	156,569	2.216%		
Employee Benefits		1,265,603	8.42%	1,159,316	8.16%			106,287	9.168%		
Contractual Services		454,580	3.02%	402,707	2.83%			51,873	12.881%		
Materials		874,926	5.82%	783,835	5.52%			91,091	11.621%		
Travel & Staff Development		97,758	0.65%	77,632	0.55%			20,126	25.925%		
Fixed Charges		106,720	0.71%	119,872	0.84%			(13,152)	-10.972%		
Utilities		508,429	3.38%	522,032	3.67%			(13,603)	-2.606%		
Capital Outlay		61,384	0.41%	27,398	0.19%			33,986	0.000%		
Other		4,445,739	29.57%	4,050,428	28.51%			395,311	9.760%		
	\$	15,037,053	100.00%	\$ 14,208,565	100.00%	-	\$	828,488	5.831%		

**Chief Executive Officer's Report** 

**Executive Session** 

**Approval of Executive Session Minutes** 

A. Written Executive Session MinutesB. Audio Executive Session Minutes

Approval of Personnel Report

# **MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Terry L. Bruce

**DATE:** January 11, 2019

**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.1, 400.3, and 400.4 have been sent under separate cover.

# **INDEX**

- 400.2. Employment
- 400.3. Special Assignments400.4. Resignation Ratification
- 400.5. Retirement Ratification

# PERSONNEL REPORT

### 400.1. Employment of Personnel

#### A. Classified

- 1. Brandi Rich, Administrative Assistant, Student Services, OCC, effective January 16, 2019.
- 2. Lynne Welker, Administrative Assistant to the Dean, OCC, effective January 16, 2019.

### 400.2. Special Assignments

### A. Extra-Curricular Stipends

- 1. Laurel Cutright, OCC, Academic Challenge Coordinator, \$350.
- 2. Tammie Bohnhoff, OCC, Academic Challenge Asst. Coordinator, \$200.
- 3. Rob Mason, OCC, Academic Challenge Asst. Coordinator, \$200.

### 400.3. Resignation Ratification

### A. Classified

1. Amy Ferguson, Office Assistant, LTC, effective December 13, 2018.

### 400.4 Retirement Ratification

#### A. Full-Time Instructor

1. Ed Patton, Instructor, FCC, effective May 11, 2019.

**Collective Bargaining** 

Agenda Item #15A

A. Memorandum of Agreement

Agenda Item #16 Litigation

**Other Items** 

Adjournment

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

12/31/2018