

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**July 16, 2019**



**Location:**

**Frontier Community College  
2 Frontier Drive  
Fairfield, Illinois 62837**

**Dinner – 6:00 p.m. – Bob Boyles Foundation Hall  
Meeting – 7:00 p.m. – Bob Boyles Foundation Hall**

*The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.*

**Illinois Eastern Community Colleges  
Board Agenda**

**July 16, 2019  
7:00 p.m.**

**Frontier Community College  
Bob Boyles Foundation Hall**

1. Call to Order & Roll Call ..... Chairman Fischer
2. Disposition of Minutes ..... Interim CEO Holt
3. Recognition of Visitors and Guests ..... Holt
  - A. Visitors and Guests
  - B. IECEA Representative
4. Public Comment
5. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
6. Policy First Reading (and Possible Approval) ..... Holt
  - A. Student Consumer Policy 500.33
7. Policy Second Reading ..... Holt
  - A. None
8. Staff Recommendations for Approval
  - A. Articulation Agreement with SIU-C – Social Services ..... Martin
  - B. IECC Catalog 2019-2020 ..... Martin
  - C. Selection of Architectural Firm ..... Holt
  - D. Appointment of Board Audit Committee ..... Holt
  - E. Castle Branch Agreement ..... Holt
  - F. Athletic Training Agreement – LTC ..... Holt
  - G. Affiliation Agreements ..... Holt
    - Fairfield Memorial Hospital – Phlebotomy – IECC
    - Christopher Rural Health Planning Corporation – Phlebotomy – IECC
    - Harsha Behavioral Center – Associate Degree Nursing - IECC
    - Crawford Memorial Hospital – Medical Coding, Medical Office Assistant, Medical Transcription, and Health Information Technology – OCC

9. Bid Committee Report..... Holt  
A. Bucket Truck - FCC
10. District Finance  
A. Financial Report ..... Hawkins  
B. Approval of Financial Obligations ..... Hawkins
11. Chief Executive Officer’s Report ..... Holt
12. Executive Session ..... Holt
13. Approval of Executive Session Minutes  
A. Written Executive Session Minutes..... Holt  
B. Audio Executive Session Minutes ..... Holt
14. Approval of Personnel Report ..... Holt
15. Collective Bargaining ..... Holt  
Approval of Two-Year Contract with Bargaining Unit Faculty
16. Litigation ..... Holt
17. Other Items
18. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria at Wabash Valley College, Mt. Carmel, Illinois, Tuesday, June 18, 2019.

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

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

John D. Brooks, Gary Carter, Brenda K. Culver, G. Andrew Fischer, Alan Henager, James Lane, Jan Ridgely. Trustees absent: None. Student Trustee Corey Hall was absent from this meeting. 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.

Marilyn Holt, Interim 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.

Ryan Hawkins, Chief Financial Officer.

Tara Buerster, Director of Human Resources.

Alex Cline, Director of Information & Communications Technology.

Holly Martin, Chief Academic Officer.

Renee Smith, Assistant to CEO/Board Secretary.

**AGENDA #2 – “Disposition of Minutes”** –

**Regular Meeting Held May 21, 2019:** Open meeting minutes as prepared for the regular meeting held May 21, 2019 were presented for disposition.

**Board Action to Approve Minutes:** Trustee Al Henager made a motion to approve minutes of the regular meeting held on May 21, 2019 as prepared. Trustee Gary Carter seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to

say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

**Special Meeting Held May 29, 2019:** Open meeting minutes as prepared for a special board meeting held May 29, 2019 were presented for disposition.

**Board Action to Approve Minutes:** Trustee James Lane made a motion to approve minutes of the special board meeting held May 29, 2019 as prepared. Trustee Gary Carter seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

**AGENDA #3 – “Recognition of Visitors & Guests” –**

**#3-A. Visitors & Guests:** Visitors and guests present were recognized, including several college staff members. A presentation was given by International Program staff members Pam Madden, Molly Hardiman, Terri Harris and Tracy Robinson on a Summer International Camp recently conducted for youth from Vietnam, the Philippines, and China. The Board heard from some of the International Camp participants who expressed their appreciation for the learning and cultural experience provided by the IECC International youth camp.

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

**AGENDA #4 – “Public Comment” –** None.

**AGENDA #5 – “Reports” –**

**#5-A. Report from Trustees:** None.

**#5-B. Report from Presidents:** Reports were presented from the Presidents.

**#5-C. Report from Cabinet:** None.

**AGENDA #6 – “Policy First Readings (and Possible Approval)” –**

**#6-A. Student Consumer Policy 500.33:** Holly Martin presented the following Student Consumer Policy 500.33. To comply with Federal Title IV, the Higher Learning Commission (HLC) has adopted a new policy that will go into effect September 1, 2019 to ensure transparency in the recruitment process and ensures students are able to make informed decisions about their education. The District will now comply with the Gainful Employment requirements for promotional materials starting July 1 and require that the colleges disclose the following on all program-specific materials: Time to complete the degree, cost, typical graduate debt, and whether a program meets licensure requirements. The new policy ensures the District complies with Title IV obligations in admissions, marketing, and recruitment. The CEO recommended approval of the policy.

STUDENT – 500

**Student Consumer Policy (500.33)**

Date presented: June 18, 2019

In accordance with the US Higher Education Act of 1965 and the Higher Learning Commission Policy on Recruiting, Admission and Related Institutional Practices, Illinois Eastern Community Colleges shall make student consumer information available to all current and prospective students. Student Consumer Information shall include, but not be limited to: time to complete degree, cost, typical graduate debt, and whether a program meets licensure requirements.

**Board Action:** Trustee Brenda Culver made a motion to waive second reading and approve the foregoing policy 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#6-B. Student Code of Conduct Policy 500.8:** The Colleges have requested a code of conduct that outlines the due process procedures and consequences for failure to follow the established policy on student conduct to be included in their Student Handbooks. Policies proposed for relocation are the Academic Integrity Policy 500.25 and the Hazing Policy 500.28. Any other existing policies included in the code of conduct apply to both students and employees and thus will remain in the IECC policy manual as well as the student code of conduct. The CEO recommended approval of the Student Code of Conduct Policy 500.8 as listed in full in the agenda.

**Board Action:** Trustee James Lane made a motion to waive second reading and approve the Student Code of Conduct Policy 500.8 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #7– “Policy Second Readings”** – None.

**AGENDA #8 – “Staff Recommendations for Approval”** –

**#8-A. Technology Plan:** Alex Cline reviewed the Technology Plan for FY2019, FY2020 and FY2021. The plan was developed by the Technology Committee and established a blueprint that sets the IECC’s Information Technology vision, its strategic directions, and the action plans for supporting the academic experience of students and strengthening the educational mission of faculty and staff.

The Technology Plan is grouped into the categories of administrative systems, networking infrastructure, telecommunications, software, and other technology resources. The plan reviews the progress of FY 2019 projects and sets the goals for FY2020, FY2021 and FY2022.

The Technology Plan from 2020-2022 contemplates expenditures of \$575,000 each year for a total anticipated expenditure of \$1,725,000. The CEO recommended approval of the Technology Plan as recommended.

**Board Action:** Trustee Al Henager made a motion to approve the Technology Plan, 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B. Distance Delivery Plan:** The Distance Delivery Education Plan provides the institutional strategy and structure to support and promote district-wide distance delivery opportunities and the plan outlines the required procedures, training, and support to assist faculty with distance delivery courses and program development. Distance-delivered education at Illinois Eastern Community Colleges involves any formal approach to student learning in which the majority of instruction occurs while the instructors and learners interact synchronously or asynchronously online. IECC provides academic and learning resources, student support services, and technical and administrative support for all forms of distance-delivered programs and courses. The Distance Delivery Education Plan has been updated and revised to continue to effectively respond to the needs of the students and communities we serve. The CEO recommended approval of the Distance Delivery Plan.

**Board Action:** Trustee Gary Carter made a motion to approve the updated Distance Delivery Plan 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-C. Emergency Response Plans:** Pursuant to the Campus Security Enhancement Act of 2008, each of the four IECC colleges annually review and update their Campus Emergency Plans to provide an organized plan to facilitate the safety of their students, faculty and staff. The plans outline each of the college's procedures for managing major emergencies and incidents that may threaten the health, safety and welfare of the campus community or disrupt its programs and activities. Procedures for specific campus emergency scenarios have been developed for each college and are available on the IECC webpage at [www.iecc.edu/emergency](http://www.iecc.edu/emergency) giving students, staff, faculty, and others easy access to safety guidelines in the event of an emergency. The CEO recommended approval of the 2019 Emergency Response Plans.

**Board Action:** Trustee Brenda Culver made a motion to approve the 2019 Emergency Response Plans 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: Absent.

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

**#8-D. Violence Prevention Plan:** In accordance with the Campus Security Enhancement Act of 2008 (110 ILCS 12/20) (b) (2), Illinois Eastern Community Colleges developed a Violence Prevention Plan outlining the multi-disciplinary and multi-jurisdictional violence prevention strategies, including the formation and implementation of a Threat Assessment and Behavioral Intervention Team (TABIT) with representatives from each college and the District Office. In the event that a violent act (assault, battery, weapons in the building, disturbances) is in the process of being committed, the colleges' Campus Emergency Plans provide a protocol for response. The updated plans will be available to all IECC employees on the Intranet. The CEO recommended approval of the 2019 Violence Prevention Plan.

**Board Action:** Trustee James Lane made a motion to approve the 2019 Violence Prevention Plan 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-E. CAISA and SAFE Memoranda of Understanding:** The District must have confidential advisors available to a student or employee who experiences sexual violence, should they choose to seek their services. To serve students and employees and to meet this requirement, in the past few years, the District has entered into agreements for these services with the Counseling and Information for Sexual Assault/Abuse (CAISA), which services LTC, OCC and WVC and with Sexual Assault and Family Emergencies (SAFE), which services FCC. The CEO recommended approval of the agreements with CAISA and SAFE.

**Board Action:** Trustee Al Henager made a motion to approve the Memoranda of Agreements with CAISA and SAFE for counseling services 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-F. Renewal of Property, Casualty & Liability Insurance Coverage:** The CEO recommended approval of the District's insurance coverage for property, commercial general liability, college board legal, and errors and omissions, commercial automobile, commercial liability, worker's compensation, student professional liability, fiduciary liability, cyber liability, and student accident and death. The current premium is \$421,107 and the proposed new premium is \$419,702.

**Board Action:** Trustee James Lane made a motion to approve the renewal of the District's property, casualty, and liability insurance coverage 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-G. FY2020 Budget Resolution:** Ryan Hawkins presented the following resolution for approval:

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community Colleges District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the budget for said community college district for the 2020 fiscal year:

1. Date of Fiscal Year: July 1, 2019 – June 30, 2020.
2. Publication of Notice of Public Hearing on Budget: On or before August 7, 2019.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 7, 2019.
4. Mailing Tentative Budget to Board of Trustees: August 7, 2019.
5. Public Hearing on Budget: September 17, 2019, at the hour of 7:00 p.m. local time, Olney Central College, 305 N. West Street, Olney, IL 62450.
6. Adoption of Budget: September 17, 2019, following the Public Hearing.

**Board Action:** Trustee Brenda Culver made a motion to approve the foregoing Budget Resolution for Fiscal Year 2020. 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-H. RAMP 2021:** The projects as previously listed have been appropriated for and are no longer required to be in the District RAMP. These projects have received an appropriation:

1. Frontier Community College – Student Education and Support Center: \$2,642,900
2. Lincoln Trail College – Center for Technology: \$8,370,000
3. Olney Central College – Applied Technology Center: \$2,307,300
2. Wabash Valley College – Student Support Expansion: \$4,460,000

The District's RAMP has been developed to target necessary improvements to restrooms located on the District campuses by renovating existing restroom space to bring them into compliance with the Americans with Disabilities Act. The CEO recommended approval of the project name for Fiscal Year 2021:

Illinois Eastern Community Colleges District #529

Project Name: ADA Improvements to Public Restrooms & Other Capital Improvements

District Priority No.: 1 of 1

Total Building Budget: \$5,390,800

**Board Action:** Trustee John Brooks made a motion to approve the District's RAMP projects previously approved and the additional project for ADA Improvements. Upon approval, the application will be submitted to the Illinois Community College Board. 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-I. Building and Maintenance Fund Resolution:** Ryan Hawkins presented the following resolution authorizing the Chief Executive Officer of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes, for the payment of salaries of maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items. The CEO recommended approval of the resolution:

WHEREAS, expenses payable from taxes levied for operations, building and maintenance purposes and for the purchase of school grounds are subject to 110 ILCS 805/3-20.3.

WHEREAS, funds expended for obligations incurred for the improvement, maintenance, repair or benefit of buildings and property, including cost of interior decorating and the installation, improvement, repair, replacement and maintenance of building fixtures, for the rental of buildings and property for community college purposes or for the payment of all premiums for insurance upon buildings and building fixtures shall be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds,

WHEREAS, payment of all salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment, or the cost of a professional survey of the conditions of school building, or any one or more of the preceding items may not be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds without resolution of the Board of Trustees,

SO BE IT RESOLVED, that the Board of Trustees of the Illinois Eastern Community College District No. 529 by resolution authorizes the Chief Executive Officer of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes for the payment of salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items.

**Board Action:** Trustee Gary Carter made a motion to adopt the Building and Maintenance Fund resolution. 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-J. Inter-Funds Loans Resolution:** During each fiscal year, transfers are required to be made between existing designated funds to meet obligations of the District.

Each fiscal year the Board of Trustees is asked to approve a resolution authorizing these inter-fund loans and transfers. These inter-fund loans, from any fund to any other fund maintained by the Board, are for the purpose of meeting the ordinary and necessary expenditures of the district.

The CEO recommended that the Board adopt the following resolution which authorizes the Treasurer of the District to make inter-fund loans as required during fiscal year 2020, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2020.

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for Fiscal Year 2020, pursuant to 110 ILCS 805/3-34, and

WHEREAS, these inter-fund loans, from any fund to any other fund maintained by the Board, are for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the District.

SO BE IT RESOLVED, that the Board of Trustees hereby authorizes the Treasurer of the District to make inter-fund loans as required for Fiscal Year 2020, and to make the necessary transfers therefor.

BE IT FURTHER RESOLVED, that each such inter-fund loan must be repaid and retransferred to the proper fund no later than June 30, 2020.

**Board Action:** Trustee Al Henager made a motion to adopt the foregoing Inter-Funds Loans Resolution 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-K. Working Cash Fund:** Ryan Hawkins presented the following resolution. The Board of Trustees is required to approve a resolution authorizing the permanent transfer of interest earned on the Working Cash Fund to the General Fund for the purpose of paying general obligations of the District.

The Treasurer of the District has or will transfer approximately \$124,000 from the Working Cash Fund to the General Fund prior to June 30, 2019. Only interest is transferred and the principal of the Working Cash Fund remains intact. If for any reason the principal was spent and the District was unable to repay it, the Working Cash Fund would be depleted. A Working Cash Fund could only be reestablished by approval of a voter referendum. The CEO recommended that the Board adopt the following resolution authorizing the Treasurer to permanently transfer approximately \$124,000 Working Cash Fund interest to the General Fund on or before June 30, 2019.

WHEREAS, the Board of Trustees approved the permanent transfer of interest earned on the Working Cash Fund monies to the General Fund on or before June 30, 2019;

WHEREAS, the Board of Trustees initiated this transfer pursuant to 110 ILCS 805/3-33.6 for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the district;

WHEREAS, the Board used these funds for aforesaid purposes and no repayment of this money is required;

SO BE IT RESOLVED that the Board of Trustees authorizes the Treasurer of the District to permanently transfer approximately \$124,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2019.

**Board Action:** Trustee Brenda Culver made a motion to approve the Working Cash Resolution. 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-L. Payment of Accrued Bills:** The District's fiscal year ends on June 30, and under general accounting rules, the District pays bills accrued in June, but received in July, as expenses for FY2019. By July 20, all FY2019 accrued bills received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them. At each regular Board meeting, the Board receives an electronic copy of bills for review and payment. At the August Board meeting, that electronic report will include current bills for approval plus the bills that were paid in the accrual period. Each of these accrual period payments will be designated with an A (for accrual) beside the vendor. This procedure has been followed in prior years. The CEO recommended approval to pay the FY2019 accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the August Board meeting.

**Board Action:** Trustee Jan Ridgely made a motion to pay the FY2019 accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the August Board meeting, 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-M. Sale of Property to Richland Memorial Hospital:** The land is .65 acre located near Olney Central College. The CEO recommended approval of the following agreement:

RESOLUTION TO SELL REAL ESTATE

At a regular meeting of the Board of Trustees of Illinois Eastern Community College District #529, held on \_\_\_\_\_, 2019, with a quorum of members present, a motion was duly made, seconded and passed by a majority vote of the Board of Trustees, authorizing Illinois Eastern Community College District #529 to sell certain real property, hereinafter described, to Richland Memorial Hospital, Inc., for a sales price of One Hundred Eight Thousand Dollars (\$108,000.00):

Legal Description:

A part of the South Half of the Northeast Quarter of the Southeast of Section Thirty-Three (33), Township Four (4) North, Range Ten (10) East of the 3<sup>rd</sup> Principal Meridian, Richland County, Illinois, more particularly described as follows: Commencing at the Northeast Corner of the Southeast Quarter of said Section Thirty-Three (33); thence South 00 Degrees 14' 19" East, 1244.89 Feet along the East Line of Section Thirty-Three (33); thence South 88 Degrees 02' 40" West, 45.02 Feet to the West Right of Way Line of Illinois Route 130 and the Point of Beginning; thence South 88 Degrees 02' 40" West, 176.33 Feet; thence North 00 Degrees 14' 19" West, 165.75 Feet; thence North 88 Degrees 02' 40" East, 176.33 Feet to the West Right of Way Line of Illinois Route 130; thence South 00 Degrees 14' 19" East, 165.75 Feet to the Point of Beginning, containing 0.67 Acres more or less. All as set forth on Plat of Survey dated May 31, 2019, prepared by Shawn W. Taylor, IRLS #3800.

PIN: 06-33-401-004 (part)

RESOLVED that Dr. G. Andrew Fischer, its Chairman and Renee Smith, its Secretary, are hereby authorized and directed to execute a deed of conveyance on behalf of Illinois Eastern Community College District #529, for the purpose of conveying title of the aforementioned lands to Richland Memorial Hospital, Inc., for a purchase price of \$108,000.00.

FURTHER RESOLVED that the aforementioned Chairman and Secretary, along with the Chief Executive Officer are directed and authorized to execute any and all other documentation which may be necessary to consummate and close the transaction. DATED this \_\_\_\_\_ day of June, 2019.

Illinois Eastern Community College  
District #529

By: \_\_\_\_\_

## WARRANTY DEED

THE GRANTOR, Illinois Eastern Community College District #529, for an in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to authority granted by its Board of Trustees, CONVEYS AND WARRANTS to Richland Memorial Hospital, Inc., an Illinois Not for Profit Corporation, the following-described real estate, to-wit:

A part of the South Half of the Northeast Quarter of the Southeast of Section Thirty-Three (33), Township Four (4) North, Range Ten (10) East of the Third Principal Meridian, Richland County, Illinois, more particularly described as follows: Commencing at the Northeast Corner of the Southeast Quarter of said Section Thirty-Three (33); thence South 00 Degrees 14' 19" East, 1244.89 Feet along the East Line of Section Thirty-Three (33); thence South 88 Degrees 02' 40" West, 45.02 Feet to the West Right of Way Line of Illinois Route 130 and the Point of Beginning; thence South 88 Degrees 02' 40" West, 176.33 Feet; thence North 00 Degrees 14' 19" West, 165.75 Feet; thence North 88 Degrees 02' 40" East, 176.33 Feet to the West Right of Way Line of Illinois Route 130; thence South 00 Degrees 14' 19" East, 165.75 Feet to the Point of Beginning, containing 0.67 Acres more or less. All as set forth on Plat of Survey dated May 31, 2019, prepared by Shawn W. Taylor, IRLS #3800.

PIN: 06-33-401-004 (part)

### SUBJECT TO:

- (1) Easements, rights-of-way and restrictive covenants of record, apparent or in place;
- (2) Prior reservations and conveyances of oil, gas and other minerals;
- (3) All real estate taxes and special assessments.

Situated in the County of Richland and State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019:

Illinois Eastern Community College  
District #529

By: \_\_\_\_\_

Attest:

Chairman of the Board  
of Trustees

\_\_\_\_\_  
Secretary

STATE OF ILLINOIS }  
}

SS. ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_ }  
}

I, \_\_\_\_\_, a Notary Public in and for said County and in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ known to me to be the Chairman of the Board of Trustees and Secretary, respectively, of Illinois Eastern Community College District #529, which is the Grantor herein, and also known to me to the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that they signed and delivered the said instrument as Chairman and Secretary of said Grantor, pursuant to authority given by the Board of Trustees, and as their free and voluntary act and as the free and voluntary act and deed of said Grantor for the uses and purposes therein set forth.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
Mail Tax Statement To:

Instrument prepared by:

Richland Memorial Hospital, Inc.  
108 E. Main St.  
Olney, IL 62450  
Phone: (618) 392-0000

Ray W. Vaughn, Attorney  
800 E. Locust St.  
Olney, IL 62450

**Board Action:** Trustee James Lane made a motion to approve the sale of property to Richland 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. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-N. Paramedic Program Consortium Agreement:** Consideration was delayed for a later date.

**#8-O. Lease with Wabash Telephone Cooperative:** Wabash Telephone Cooperative has requested a lease for both interior and exterior space in the District's Telecommunications lab located at Lincoln Trail College. The CEO recommended approval of the following lease.

### AGREEMENT

**THIS AGREEMENT** ("*Agreement*") is made and entered into this \_\_\_ day of June, 2019 (the "*Effective Date*"), by and between Illinois Eastern Community College / Lincoln Trail College ("*Lessor*"), and Wabash Telephone Cooperative, Inc. ("*Lessee*"). Lessor and Lessee are collectively referred to herein as the "*Parties*" and individually as a "*Party*".

#### RECITALS:

WHEREAS, Lessor is the owner of certain real property located at

\_\_\_\_\_, Robinson, Illinois (the "*Property*");

WHEREAS, Lessee desires to lease from Lessor the Leased Space (defined below) on the Property;

WHEREAS, Lessor desires to lease to Lessee the Leased Space; and

WHEREAS, the parties hereto desire to set forth herein the terms and conditions of their agreements and understandings.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**Equipment Space.** Lessor hereby leases to Lessee approximately 25 square feet of space in the telecommunications switch room lab within the telecommunications building (the "*Building*"), located on the Property, as more particularly described on *Exhibit A* (the "*Equipment Space*"). Lessee may construct, install, operate, modify, replace, make additions to, and repair and maintain an upright locking communications cabinet and communications equipment (collectively, the "*Colocation Facilities*") within the Equipment Space. All costs, expenses and labor related to the Colocation Facilities are the responsibility of Lessee. Lessor shall have no responsibility for the Colocation Facilities.

**Ground Space.** Lessor hereby leases to Lessee approximately 100 square feet of ground on the Property, as more particularly described on *Exhibit B* (the "*Ground Space*"). Lessee may construct, install, operate, modify, replace make additions to, and repair and maintain an antenna tower structure (the "*Tower*"), communications cabinets and/or structures, antenna, dishes, base stations, transmission lines and cables, a generator, and other related telecommunications equipment and facilities (collectively, the "*Tower Facilities*") within the Ground Space. All costs, expenses and labor related to the Tower Facilities are the responsibility of Lessee. Lessor shall have no responsibility for the Tower Facilities.

**Connection Space.** Lessee shall have non-exclusive rights of way on, over, across and under the Property (other than the Building) and in the Building in those areas designated on *Exhibit C*, or otherwise permitted by Lessor, to construct, install, operate, modify, replace make additions to, and repair and maintain wire, fiber, cables and conduit (the "*Connection Facilities*") to connect the Facilities, to connect the Facilities to power sources, and to connect the Facilities to Lessor's communications system located in the public right of way (the "*Connection Space*").

**Leased Space.** Collectively, the Equipment Space, the Ground Space, and the Connection Space shall be referred to herein as the "*Licensed Space*".

**Facilities.** Collectively, the Colocation Facilities, the Tower Facilities, and the Connection



Facilities shall be referred to herein as the “*Facilities*”.

Permits. Lessee shall, at its sole cost and expense, obtain and maintain all necessary licenses, permits, and approvals for the installation, operation and use of the Facilities.

Maintenance and Repair. Lessee shall be responsible for proper maintenance of the Facilities in good condition and repair, and in compliance with all present and future laws, rules and regulations enforceable by the Federal Communications Commission (“*FCC*”), the Federal Aviation Administration (“*FAA*”), and other federal, state and local governmental authorities and agencies (“*Applicable Laws*”), at its sole cost and expense.

Title to Facilities. Lessee will maintain ownership of all Facilities and is responsible for all insurance, risk of casualty losses, and associated liability of ownership. Lessor acknowledges and agrees that Lessor waives and has no lien rights in the Facilities.

Removal of Facilities. Lessee may remove the Facilities from the Property at any time, whether all or any part of the same are deemed real or personal property. Within one hundred and twenty (120) days of the date of termination of this Agreement, Lessee shall remove all of its Facilities from the Property (except footings below three (3) feet), at Lessee’s sole cost and expense, and surrender the Leased Space completely and in good condition, reasonable wear excepted.

Easement. Lessor hereby grants to Lessee, its Affiliates, and its and their assignees, and each of their employees, contractors, and agents a non-exclusive easement of ingress and egress to traverse the Property, by foot and motor vehicle, to accomplish the purposes as set forth in this Agreement, which includes, but is not limited to, the right at Lessee’s sole expense (a) to place Facilities on, over, across and under the Property (other than the Building) and in the Building; (b) to trim, cut and clear vegetation, trees, and undergrowth, and move earthen materials upon the Property; and (c) to enter and temporarily rest upon the Property, for the purposes set forth in this Agreement, including the right to bring in and use all necessary tools and machinery. The easement rights herein granted shall terminate upon termination or expiration of this Lease.

Access. Lessee, its Affiliates, and its and their assignees, and each of their employees, contractors, and agents shall be entitled to unrestricted seven (7) days a week, twenty-four (24) hours a day access to the Leased Space and the Upgraded Power Supply pursuant to the maps and procedures set forth in *Exhibit D*.

Upgraded Power Supply. On or before the Commencement Date, Lessee shall provide Lessor with new batteries and rectifiers (the “*Upgraded Power Supply*”) to be located in telecommunications switch room lab. Throughout the Term of this Agreement, Lessee shall be responsible to maintain and/or replace the Upgraded Power Supply as necessary to provide Lessor with up to sixty (60) DC amps of power. The Upgraded Power Supply shall also be used by Lessee to operate its Facilities up to forty (40) DC amps of power. If Lessee requires more DC amp, any addition to the DC plan on behalf the Lessee shall Lessee’s expense.

Right to Tower Space. Subject to space availability and structural, wind and loading concerns with respect to the Tower, for so long as this Agreement is in effect, Lessor shall have the right, at no charge, (4) feet of vertical tower space on the Tower to place Lessor’s communications equipment; provided, however, that Lessor enters into a tower space license agreement with Lessee which shall address those matters that are commonly addressed in such agreements.

Term: Termination. This Agreement shall commence on August 1, 2019 (the “*Commencement Date*”), and shall continue thereafter for an initial term of ten (10) years (the “*Initial Term*”).

This Agreement shall automatically renew for three (3) five (5) year terms (each a “*Renewal Term*”), unless Lessee provides notice to Lessor of its election to terminate this Agreement not less than one hundred and twenty (120) days prior to the conclusion of the then-current Term.

The Initial Term and the Renewal Terms are collectively and individually referred to herein as the “*Term*”. Notwithstanding the preceding and in addition to any other right of termination provided in this Agreement, Lessee may, at its option, terminate this Agreement upon one hundred and twenty (120) days’ notice to Lessor.

Taxes. Lessee shall be solely responsible for payment of all sales or use taxes and assessments, and any other taxes hereinafter becoming due on account of or arising out of Lessee’s use of the Equipment Space and Ground Space, upon whichever Party they may be levied (“*Taxes*”); provided, however, each Party shall be responsible for their own personal property, real property and income taxes. In lieu of paying such Taxes, Lessee may provide Lessor with a tax exemption certificate acceptable to the taxing authority.

Indemnification.

Each Party (the “*Indemnifying Party*”) will indemnify, defend and hold harmless the other party, its affiliates and any of its or their shareholders, members, owners, officers, directors, employees, and contractors (“*Indemnified Parties*”) from and against any claims, actions, lawsuits, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) arising from or in connection with the damage, loss (including theft) or destruction of any real property or tangible personal property or bodily injury (including death) to the extent caused directly and proximately by the negligence or willful misconduct of the Indemnifying Party, its employees, contractors, representatives, or agents.

The Indemnified Parties will (a) notify the Indemnifying Party promptly in writing of any claim or commencement of any action by third parties for which the Indemnified Parties alleges that the Indemnifying Party is responsible under this Section (“*Claim*”); and (b) tender the defense of such Claim to the Indemnifying Party. The Indemnified Parties also will cooperate in a reasonable manner with the defense or settlement of such Claim. The Indemnifying Party shall keep the Indemnified Parties reasonably and timely apprised of the status of the Claim. The Indemnified Parties shall have the right to retain their own counsel, at their expense.

The Indemnifying Party will not be liable under this Section for settlements or compromises by the Indemnified Parties of any Claim unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the Claim has been tendered to the Indemnifying party in writing and the Indemnifying Party has failed to promptly undertake the defense. In no event shall the Indemnifying Party settle a Claim or consent to judgment with regard to the same without the prior written consent of the Indemnified Parties which consent shall not be unreasonably withheld, conditioned or delayed; provided that if the Indemnified Parties refuse such settlement or judgment, the Indemnified Parties shall, at their own cost and expense, take over the defense against the Claim and the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Parties against the Claim for any amounts in excess of such refused settlement or judgment.

**LIMITATION OF LIABILITY. NO PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION, AND/OR ANY OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACTS OR OMISSIONS HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**WARRANTY DISCLAIMER. THE EQUIPMENT SPACE AND GROUND SPACE ARE PROVIDED ON AN “AS IS” BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN,**

LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

Default. In the event either Party fails to perform a material obligation of this Agreement, the performing Party will give the non-performing Party written notice, and the non-performing Party shall have fifteen (15) days from the giving of written notice to cure a default that may be cured by the payment of money and thirty (30) days to cure any other default. In the event the non-performing Party fails to cure the default (an “*Uncured Event of Default*”), then the other Party may upon written notice terminate this Agreement.

Compliance with Applicable Law. This Agreement and the Parties actions under this Agreement shall comply with all applicable federal, State, and local laws, ordinances, rules, regulations, court orders, and governmental agency orders.

Insurance. Lessee shall maintain in full force and effect during the Term of this Agreement the following policies of insurance, which in the case of *Sections 17.2 and 17.3* shall name Lessor as an “additional insured”:

Worker’s Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers’ Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per accident/ occurrence, or in accordance with all applicable state, federal and maritime laws.

Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than One Million Dollars (\$1,000,000.00) per occurrence.

An umbrella policy of not less than Two Million Dollars (\$2,000,000.00).

Lessee shall, as reasonably requested by Lessor, provide proof of the insurance specified above, reasonably acceptable to Lessor, reflecting all such coverages. Le

Notice. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; or (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt required. Notices will be deemed given on the date of receipt if delivered pursuant to method (a), the next business day after mailing if sent pursuant to method (b), and upon receipt or refusal of receipt if sent pursuant to method (c). Notices will be addressed to the Parties as follows, or to such other address designated by notice to the other Party:

Lessor:

Wabash Telephone Cooperative, Inc.  
Attn: Dave Frigen  
210 S. Church St.  
Louisville, IL 62858

Lessee:

Illinois Eastern Community College /  
Lincoln Trail College  
Attn: \_\_\_\_\_  
11220 State Hwy 1  
Robinson, IL 62454

**Board Action:** Trustee Gary Carter made a motion to approve the lease with Wabash Telephone Cooperative 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-P. Automotive Technology Uniform Fee Change:** The current Automotive Technology uniform fee sets forth a specific dollar amount, which changes each year. This proposed change presented reflects that the student is expected to pay the actual cost of uniform rental as opposed to the specific dollar amount. This change would be effective immediately. The CEO recommended approval.

**Board Action:** Trustee James Lane made a motion to approve the Automotive Technology uniform fee 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-Q. Lease Agreements:** The following IECC leases, as listed in full in the board agenda, were presented for Board information and for Board of Trustees approval as indicated:

1. IECC and Prairie State Generating Company – lease for the Coal Mining Training Program facility located in Venedy, IL, beginning November 2009 and continuing month to month until terminated by 30 days’ notice of either party. No monthly rental charge is paid.
2. IECC/WVC Foundation Lease – lease for building located at 310-314 West Third Street, Mt. Carmel, IL for Advanced Manufacturing Training. Lease began on July 25, 2009 and was amended by Board action on January 17, 2012 to extend the lease to March 1, 2022. The monthly rental is \$1,401.75 and remains constant throughout the term of the lease.
3. IECC/LTC and City of Robinson - Intergovernmental Agreement between IECC/LTC and the City of Robinson, as amended by Board action on February 21, 2012, for the Lease, Operation and Use of a Fitness Center located at 501 South Cross Street until July 1, 2021.
5. IECC/WVC Foundation Lease – Wabash Valley College Administration occupies approximately 1,600 square feet of the Foundation Building at 2201 College Drive. In exchange for this use, the College District provides mowing, snow clearing and routine maintenance of the building. The lease expires June 30, 2020.
6. IECC/WVC WVJC Radio Tower – Lease of Property – The District leased 1.68 acres in Wabash County for thirty years for the placement of the WVJC antenna from October 1, 1976 to September 30, 2006. The current owner has agreed to extend the lease from July 1, 2013 for thirty years to June 30, 2043 at a cost of \$30.00 for the thirty year period.
7. IECC/OCC Oil Derrick Lease of Property – The District leases a 47 square foot piece of property, including access thereto, located at the North West corner of the intersection of Illinois Route 130 and St. John Street. The City of Olney has erected an oil derrick on

this property for which the City pays the District rent of \$1.00 per year. The lease was extended on August 18, 2009 for twenty years to August 17, 2029.

8. IECC/C.E.F.S. Economic Opportunity Corporation WIA – This lease with C.E.F.S. is for office space at Olney Central College and includes 120 square feet of office space and common space which includes break room, restrooms, and conference room for facilitation of the Workforce Investment Act. The lease period is July 1, 2018 through June 30, 2020, at the current monthly rent of \$125.00.
9. IECC/FCC Foundation Lease – The Frontier Community College Foundation purchased a facility commonly known as Fitness Center/Bobcat Den for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building’s interior and exterior, provides janitorial services, telephone, insurance, gas and electric service to the Fitness Center/Bobcat Den. The Foundation has agreed to extend the lease to June 30, 2020 under the current lease agreement. **Board of Trustees Action Required.**
10. IECC/WRC – The lease is for the softball field and baseball field and is leased to Britton’s Bullpen in exchange for mowing and maintenance of the two fields and two adjoining buildings. Lease term from July 1, 2019 through June 30, 2024. **Board of Trustees Action Required.**
11. IECC/Twin Rivers Lease - The lease began January 2018 and is for approximately 560 square feet of office space for the facilitation of the Twin Rivers Regional Vocational System. Lease term from January, 2018 through June 30, 2020 at the current rent of \$225 per month. **Board of Trustees Action Required.**
12. IECC/Rise Broadband – The lease is for the placement of broadband equipment on the District radio station tower located at 15511 River Road, Mt. Carmel. Lease term is for five years from October 5, 2017 to October 5, 2022. Additionally, the agreement automatically renews for five (5) additional terms of one (1) year unless Landlord notifies tenant within 30 days of lease term.
13. IECC/SIU School of Medicine – The lease is for office space at Olney Central College and includes 120 square feet of office space and common space which includes break room, restrooms, and conference room for facilitation of the Center for Rural Health and Social Service Development through Southern Illinois University’s School of Medicine. The lease period is June 20, 2018 through June 30, 2020, at a monthly rent of \$125.00. **Board of Trustees Action Required.**

The CEO recommended approval of the lease agreements as presented.

**Board Action:** Trustee Brenda Culver made a motion to approve the lease agreements 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-R. Affiliation Agreement with CVS Pharmacy:** IECC wishes to enter into an affiliation agreement with CVS Pharmacy for the Pharmacy Technician Program at Lincoln Trail College. The CEO recommended approval.

**Board Action:** Trustee James Lane Culver made a motion to approve the affiliation agreement with CVS Pharmacy 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #9 – “Bid Committee Report”** – None.

**AGENDA #10 – “District Finance”** – The following District financial matters were presented.

**#10-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of May 31, 2019.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for June, 2019, totaling \$519,145.01, 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 June, 2019, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11A – “Chief Executive Officer's Report”** – The CEO reported on the Higher Learning Commission Assurance Argument, Fiscal Year 2020 New Revenue, and Enrollment. CEO Terry Bruce thanked the Board and the many staff and faculty that have supported him during his 23 year tenure as IECC Chief Executive Officer. He also announced that he and Charlotte Bruce are donating \$20,000 to the four college Foundations in recognition of their support for him and in recognition of the vital role they play in the success of the colleges.

**AGENDA #11B – “Adoption of Resolution Honoring Terry L. Bruce”** – With leave of the Board, Chairman Andrew Fischer recommended adoption of the following resolution honoring CEO Terry L. Bruce.

RESOLUTION

The Board of Trustees of Illinois Eastern Community College District #529 and its colleges, Frontier Community College, Lincoln Trail College, Olney Central College and Wabash Valley College, hereby states that:

WHEREAS Terry L. Bruce began service as Chief Executive Officer and Chief Operating Officer of Illinois Eastern Community College District #529 on March 26, 1996; and

WHEREAS Terry L. Bruce served as Chief Executive Officer from that date until his retirement on June 30, 2019; and

WHEREAS with a career of more than two decades with Illinois Eastern Community Colleges, Terry L. Bruce distinguished himself with his deep knowledge and abilities related to the Illinois Community College system, and the expertise and leadership developed during that career that has been invaluable to the District during his tenure as Chief Executive Officer; and

WHEREAS during his term of office, Terry L. Bruce gave guidance to the members of the faculty and staff of the Illinois Eastern Community College District and always considered the needs of students foremost in his service to the college district; and

THEREFORE the Board of Trustees, Community College District #529, extends their heartfelt thanks for his valued counsel and for all that he has contributed to the Illinois Eastern Community College District; and

NOW THEREFORE, BE IT RESOLVED that the IECC Board of Trustees wishes Terry L. Bruce continued success in all his endeavors and expresses the hope for his continued health, happiness, and prosperity.

**Board Action:** Trustee Brenda Culver made a motion to adopt the foregoing resolution honoring the leadership of CEO Terry L. Bruce. 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #12 – “Executive Session”** – The Board of Trustees did not hold an executive session at this meeting.

**AGENDA #13 – “Approval of Executive Session Minutes”** .

**#13-A – “Written Executive Session Minutes”** – Executive session meeting minutes of May 21, 2019 were approved and it was recommended those minutes be opened.

**#13-B - “Audio Executive Session Minutes”** - Audio recording of the May 21, 2019 Executive Session Meeting will remain in the custody of the Board Secretary until 18 months following the executive session at which the audio recordings were made.

**Board Action:** Trustee Brenda Culver made a motion to approve, as prepared, written minutes and audio recorded minutes of an executive session held May 21, 2019, and that executive session minutes of that date will be opened to public inspection at this time. This audio recording shall be destroyed 18 months after the date of the meeting if the Board has adopted written minutes of the executive session in question Trustee Jan Ridgely seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion was adopted.

**#13-C – “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:

A. The following written executive session minutes were reviewed in December 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 17, 2012.

B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in June 2019:

1. February 19, 2019.

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

1. None.

D. Audio recordings of previously approved executive sessions will remain closed 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. February 19, 2019.

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

1. None.



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

1. Tuesday, December 11, 2018.
2. Tuesday, January 15, 2019.
3. Tuesday, March 19, 2019.
4. Tuesday, April 16, 2019.

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

None.

**Board Action:** Trustee Brenda Culver made a motion to accept the report on the Semi-Annual Review of Executive Session Minutes as outlined and as recommended. Trustee Al Henager seconded the motion and on a voice vote, the Chair declared the motion carried.

**AGENDA #14 – “Approval of Personnel Report”** – CEO Terry Bruce presented the following Personnel Report and recommended approval.

**400.1 Employment of Personnel**

**A. Faculty**

1. Chelsea Gemeinhardt, Chemistry Instructor, WVC, effective August 8, 2019.
2. William Jankousky, Workforce Education Instructor, WED, effective July 1, 2019.

**B. Classified**

1. Stuart Balding, Custodian, WVC, effective June 19, 2019.

**400.2 Change-in-Status**

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

1. Angelique Maguire, Coordinator, Transition Services (GR), FCC, to Director of Adult Education (GR), FCC, effective July 1, 2019.
2. Hayden McDuffee, Coordinator, Literacy Development (GR), FCC, to Coordinator, Transition Services (GR), FCC, effective July 1, 2019.

**400.3 Special Assignments FY 2020 (attachment)**

**400.4 Salary Adjustment**

**A. Full-Time Professional/Non-Faculty/Exempt**

1. Scott Meserole, O&M Team Leader/Coordinator, Fire Science, FCC, effective July 1, 2019.

**400.5 Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty Member**

**400.6 Annual Review of FMLA leave taken during FY 2019**

**A. Birth of Child**

1. 8 weeks
2. 8 weeks
3. 12 weeks
4. 12 weeks

**B. Personal Illness**

1. 2 weeks
2. 4 weeks
3. 5 weeks
4. 6 weeks
5. 6 weeks

**400.7 Approval of Proposed Non-College Employment**

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Angelia Williams	Good Samaritan Hospital Vincennes, IN	40
Shirley Smithenry	Carle Richland Memorial Hospital, Olney, IL	60

**400.8 Reductions in Force and Adoption of Resolutions**

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

1. Allan Alldredge, Coordinator of Career Services, DO, effective June 19, 2019.
2. Rikki Callaway, Bookstore Manager, LTC, effective June 19, 2019.

**Special Assignments  
Frontier Community College**

<b>Academic</b>		<b>Approved 2018-19</b>	<b>Recommended 2019-20</b>
1. Rodney Maxey	Lead Inst Auto Tech	\$550 *	TBD
2. Jodi Peach	Lead Inst Health Informatics	\$550 *	TBD
3. Gerry Kinney	Lead Inst Electrical Distribution Systems	\$550*	TBD
<b>Athletic</b>			
1. Jan Wiles	Athletic Director	\$3,500	\$5,000
2. Nixie Hnetkovsky	Head Volleyball Coach		\$6,000

\* \$100 of Lead Instructor Stipend is paid by Assessment budget.

**Special Assignments  
Lincoln Trail College**

<b>Academic</b>		<b>Approved 2018-19</b>	<b>Recommended 2019-20</b>
1. Tyler Browning	Lead Inst Sport Management	\$550 *	TBD
2. Laurie Jenkins	Lead Inst Health Programs (Medical Assistant, Electronic Medical Records, & Pharmacy Technician)	\$550 *	TBD
3. Jesse Allen	Lead Inst Telecommunications	\$650 *	TBD
<b>Athletic</b>			
1. Kevin Bowers	Athletic Director	\$3,500	\$5,000
<b>Extra-Curricular</b>			
1. Rebecca Carmack	Performing Arts Coordinator	\$1,500	\$1,500
<b>Other</b>			
1. Chris Ellington	O & M Team Leader	\$5,825	\$7,500
2. Cristina Siegel	Interim Bookstore Manager		\$6,200

\* \$100 of Lead Instructor Stipend is paid by Assessment budget.

**Special Assignments  
Olney Central College**

<b>Academic</b>		<b>Approved 2018-19</b>	<b>Recommended 2019-20</b>
1. Lonnie Barnes	Lead Inst Collision Repair Tech	\$550 *	TBD
2. Shasta Bennett	Lead Inst Human Resource Assistant		TBD
3. Tyler Boyles	Lead Inst CRT Auto Service Tech	\$550 *	TBD
4. Curtis Marshall	Lead Inst Welding	\$550 *	TBD
5. Amie Mayhall	Lead Inst Medical Office Assistant	\$600 *	TBD
6. Amie Mayhall	Director Health Information Technology Program	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
7. Logan Marshall	Lead Inst Industrial Maintenance	\$550 *	TBD
8. Kristi Urfer	Lead Inst Accounting	\$600 *	TBD
<b>Academic – Allied Health</b>			
1. Wanda Douglas	Dept Head, Nursing/FCC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
2. Angelia Williams	Dept Head, Nursing/LTC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
3. Anne Hustad	Dept Head, Nursing/OCC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
4. Kathleen Hudson	Dept Head, Nursing/WVC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
5. Carol Kocher	Director of Radiography	\$1,000	\$1,000
6. Lisa Rauch	Clinical Coordinator, Radiography	\$500	\$500
<b>Extra-Curricular</b>			
1. Wade Baker	Performing Arts Coordinator	\$1,000	\$1,000
2. Laurel Cutright	Academic Challenge Coordinator	\$350	\$350
3. Tammie Bohnhoff	Academic Challenge Asst Coordinator	\$200	\$200

4. Rob Mason	Academic Challenge Asst Coordinator	\$200	\$200
<b>Other</b>			
1. Clay Atkins	O & M Team Leader	\$5,825	\$7,500
2. Linda Shidler	Interim Director of the LRC	\$2,200/month	\$2,200/month

\* \$100 of Lead Instructor Stipend is paid by Assessment budget.

**Special Assignments  
Wabash Valley College**

<b>Academic</b>		<b>Approved 2018-19</b>	<b>Recommended 2019-20</b>
1. John Day	Lead Inst Social Services	\$550 *	TBD
2. Jay Carter	Lead Inst Advanced Manufacturing	\$550 *	TBD
3. Kyle Peach	Lead Inst Radio/TV	\$550 *	TBD
	Director of Broadcasting	\$8,000	\$8,000
4. Scott Balding	Lead Inst Diesel Equipment Tech	\$600 *	TBD
5. Carla Cadwalader	Lead Inst Early Childhood Dev	\$550 *	TBD
	Small World	\$200/month	\$200/month
6. Steve Hnetkovsky	Lead Inst Agriculture Production	\$550 *	TBD
7. Doug Robb	Lead Inst Agriculture Business	\$550 *	TBD
8. David Wilderman	Lead Inst Marketing	\$550 *	TBD
9. Brian Wick	Lead Inst Gunsmithing	\$550 *	TBD
10. Joseph Brown	Lead Inst Truck Driving	\$550 *	TBD
<b>Athletic</b>			
1. Mike Carpenter	Athletic Director	\$3,500	\$5,000
2. Patrick Harris	Head Women's Soccer Coach	\$6,000	\$6,000
<b>Other</b>			
1. Adam Roesch	O & M Team Leader	\$5,825	\$7,500

\* \$100 of Lead Instructor Stipend is paid by Assessment budget.

**Special Assignments  
District Office**

<b>Extra-Curricular</b>		<b>Approved 2018-19</b>	<b>Recommended 2019-20</b>
1. TBD	Faculty Coordinator of Student Learning Assessment – FCC	\$4,000	TBD
2. Phil Thorsen	Faculty Coordinator of Student Learning Assessment – LTC	\$4,000	TBD
3. Kelly Payne	Faculty Coordinator of Student Learning Assessment – OCC	\$4,000	TBD
4. Scott Balding	Faculty Coordinator of Student Learning Assessment – WVC	\$4,000	TBD
5. Kristi Urfer	Director of Online Learning	\$10,000 + 6 hrs. release time	\$10,000 + 6 hrs. release time
6. Tammie Bohnhoff	Math Discipline Facilitator – OCC	\$1,000	TBD
7. Cindy Boyce	Social & Behavioral Science Discipline Facilitator – LTC	\$1,000	TBD
8. Allen Brown	Math Discipline Facilitator – WVC	\$1,000	TBD
9. Carrie Brown	Life & Physical Science Discipline Facilitator – LTC	\$1,000	TBD
10. TBD	Life & Physical Science Discipline Facilitator – WVC	\$1,000	TBD
11. Rebecca Carmack	Humanities/Fine Arts Discipline Facilitator – LTC	\$1,000	TBD
12. Nixie Hnetkovsky	Life & Physical Science Discipline Facilitator – FCC	\$1,000	TBD
13. Jason Hortin	Social & Behavioral Science Discipline Facilitator – OCC	\$1,000	TBD
14. Chris Mathews	Life & Physical Science Discipline Facilitator – OCC	\$1,000	TBD

15. Drew McMurray	Social & Behavioral Science Discipline Facilitator – WVC	\$1,000	TBD
16. Linda Monge	Math Discipline Facilitator – FCC	\$1,000	TBD
17. Mary Morris	English/Communications Discipline Facilitator – FCC	\$1,000	TBD
18. Kelly Payne	English/Communications Discipline Facilitator – OCC	\$1,000	TBD
19. Heather Sandy	Humanities/Fine Arts Discipline Facilitator – OCC	\$1,000	TBD
20. Kim Schucker	Math Discipline Facilitator – LTC	\$1,000	TBD
21. Jill Winter	English/Communications Discipline Facilitator – WVC	\$1,000	TBD
22. Ann Wolven	English/Communications Discipline Facilitator – LTC	\$1,000	TBD
<b>Athletic</b>			
1. Tyler Browning	Athletics Compliance Coordinator	\$6,000	\$6,000
<b>Other</b>			
1. Ryan Hawkins	Treasurer	\$200/month	\$200/month
2. Renee Smith	Secretary to the Board	\$9,985	\$9,985

**#14-A. Board Action to Amend Personnel Report:** Trustee Gary Carter made a motion to amend the Personnel Report, to replace the name Phil Thorsen to read Travis Matthews under Special Assignments, remove Item 400.4 Salary Adjustment and to revise Special Assignments for O & M Team Leader at LTC, OCC, and WVC to read \$5,825 per month. Trustee Jan Ridgely seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

**#14-B. Board Action to Approve Amended Personnel Report:** Trustee Gary Carter made motion to approve the amended Personnel Report 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: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.



**AGENDA #15 – “Collective Bargaining”** – None.

**AGENDA #16 – “Litigation”** – None.

**AGENDA #17 – “Other Items”** – None.

**AGENDA #18 – “Adjournment”** – Trustee Jan Ridgely made a motion to adjourn. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 10:15 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**

**Trustees  
Presidents  
Cabinet**

**Agenda Item #6**

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

**Agenda Item #6A**

**Student Consumer Policy 500.33**



MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE July 16, 2019  
RE: Student Consumer Policy

At the June board meeting, the board approved a student consumer policy. One reason for the new policy was the Gainful Employment law. Following the June board meeting, on June 28, 2019 Secretary DeVos announced a last-minute rescission of Gainful Employment. As a result, the District needs to revise the policy to reflect the Higher Learning Commission (HLC) requirements only. This policy helps ensure the District is meeting Title IV obligations in admissions, marketing, and recruitment efforts.

I recommend the Board's acceptance of this revised Student Consumer Policy.

MH/rs

Attachment

STUDENT – 500

**Student Consumer Policy (500.33)**

Date adopted: June 18, 2019

Revised: July 16, 2019, pending Board approval

In accordance with the US Higher Education Act of 1965 and the Higher Learning Commission Policy on Recruiting, Admission and Related Institutional Practices, Illinois Eastern Community Colleges shall make student consumer information available to all current and prospective students. Student Consumer Information shall ~~include, but not be limited to: time to complete degree, cost, typical graduate debt, and whether a program meets licensure requirements~~ be delivered through transparent and ethical methods.

**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**

**Articulation Agreement with SIU-C – Social Services**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: July 16, 2019  
RE: Program Articulation Agreement between IECC and Southern Illinois University  
Carbondale

The following Program Articulation Agreement between IECC and Southern Illinois University Carbondale will allow IECC Associate in Applied Science graduates in the Social Services Specialist degree at Wabash Valley College who meet SIU Carbondale admission requirements to be considered, based on space availability, for admission into SIU Carbondale's Bachelor of Science degree in Social Work in the College of Education and Human Services.

This Program Articulation Agreement will allow IECC and SIU Carbondale to form a cooperative relationship to better service IECC students by facilitating transfer, minimizing duplication of instruction and build on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties, and shall remain in effect for a period of five years. Either party may renew or extend this Agreement. This Agreement may be terminated by either party, with or without cause, upon 60 days advance written notice. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIU Carbondale.

MH/rs

Attachment

PROGRAM ARTICULATION AGREEMENT

BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES-WABASH VALLEY COLLEGE  
OLNEY, IL

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE  
CARBONDALE, IL

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (Effective Date) by and between Illinois Eastern Community Colleges-Wabash Valley College and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

I. TERM AND TERMINATION

- A. Term. This Agreement shall commence as of the Effective Date (or if no Effective Date is indicated upon the date the Agreement is fully executed by the Parties) and shall remain in effect for a period of five (5) years thereafter. The Parties may renew or extend this Agreement only by written instrument signed by the authorized representatives of each Party.
- B. Termination. This Agreement may be terminated by either Party, with or without cause, upon 60 days advance written notice. The Parties agree that no additional students shall be accepted into the program after a Party's receipt of any written notice of termination. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

II. TRANSFER REQUIREMENTS

- A. All graduates of Illinois Eastern Community Colleges - Wabash Valley College with an Associate in Applied Science (A.A.S.) degree in Social Services Specialist and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Social Work (SOCW) in the College of Education & Human Services based upon the Department's enrollment criteria and space availability.

B. An Illinois Eastern Community Colleges - Wabash Valley College graduate receiving an A.A.S. degree in Social Services Specialist will be considered for admission to SIU Carbondale's Social Work (SOCW) program if the following are met:

1. The student has earned a minimum of 65 semester hours transferable to SIU Carbondale
2. The student has earned an overall grade point average (GPA) of 2.0 or above (4.0 scale) for his or her collegiate work as calculated by SIU Carbondale's grading regulations
3. Confirmation by the SIU Carbondale College of Education & Human Services that the student has satisfactorily completed the following courses as part of the A.A.S. degree in Social Services Specialist at Illinois Eastern Community Colleges - Wabash Valley College:

- ENG 1111-3, *Composition I*
- ENG 1121-3, *Composition & Analysis*
- MTH 1104-3, *Quantitative Reasoning*
- SPE 1101-3, *Fundamentals of Effective Speaking (elective)*
- SPE 1111-3, *Interpersonal Communications*
- PSY 1101-3, *General Psychology I*
- SOC 2101-3, *Principles of Sociology*
- PHI 2101-3, *Introduction to Ethics*
- LSC 1101-4, *General Biology I*
- EDU 1107-3, *Health*
- PSY 1201-3, *Introduction to Counseling*
- SSS 1201-3, *Introduction to Social Sciences*
- SSS 1202-3, *Social Services & Welfare Development*
- SSS 2201-2, *Internship I*
- SSS 2202-1, *Seminar I*
- SSS 2203-2, *Internship II*
- SSS 2204-1, *Seminar I*
- SSS 2205-3, *Social Services Intervention*
- SSS 2206-4, *Human Behavior & Social Environment*
- PLS 2101-3, *Government of the United States*
- PSY 2109-3, *Human Growth & Development*
- Approved Electives-6

C. Illinois Eastern Community Colleges - Wabash Valley College students transferring to the Social Work (SOCW) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate in Applied Science degree requirements at Illinois Eastern Community Colleges - Wabash



Valley College will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department. These students will be considered based upon the Department's enrollment criteria and space availability.

- D. Students will be required to complete a minimum of 42 senior institution hours at the 300-400 course level, with the last 30 such senior institution hours being at SIU Carbondale for residency purposes. Those students enrolled in an approved program delivered by SIU Carbondale Extended Campus will have completed the residency requirement for the University upon completion of all courses required by the program. All students will be required to complete at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Social Work (SOCW). Coursework may include University Core Curriculum as well as Social Work (SOCW) major courses.

### III. COURSE DELIVERY

- A. Delivery of courses and programs will be based on mutual agreement between the parties (as specified in the SIU Carbondale program) provided there is a minimum class enrollment in each course adequate to meet expenses. Courses with inadequate enrollment may be subject to cancellation. SIU Carbondale shall notify Illinois Eastern Community Colleges - Wabash Valley College of any cancellation due to inadequate enrollment.
- B. SIU Carbondale will perform registration and advisement counseling as needed to support the courses offered. SIU Carbondale will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with Illinois Eastern Community Colleges - Wabash Valley College and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
- C. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.
- D. SIU Carbondale reserves the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
- E. This agreement permits students to enroll concurrently at SIU Carbondale and Wabash Valley College to complete the degree.

IV. ILLINOIS EASTERN COMMUNITY COLLEGES – WABASH VALLEY COLLEGE DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES – WABASH VALLEY COLLEGE SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:

- A. Subject to federal and state guidelines, Illinois Eastern Community Colleges - Wabash Valley College will be considered the home institution for the purpose of processing Financial Aid until such time that the student either graduates or severs ties with Illinois Eastern Community Colleges – Wabash Valley College.
- B. Designate in writing a person or persons as point of contact between Illinois Eastern Community Colleges - Wabash Valley College and SIU Carbondale on all matters relating to the courses delivered.
- C. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
- D. Permit students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges - Wabash Valley College to complete a degree.

V. PROGRAM ARTICULATION COMMUNICATION

- A. An SIU Carbondale College of Education & Human Services, Social Work representative will communicate periodically with Illinois Eastern Community Colleges - Wabash Valley College personnel in Social Services Specialist for general advisement and degree planning purposes.
- B. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Illinois Eastern Community Colleges - Wabash Valley College students will be eligible to receive the Bachelor of Science degree in Social Work (SOCW), College of Education & Human Services, Southern Illinois University Carbondale.
- C. Should changes occur in course or program content, the institution making the change agrees to notify the other institution in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.
- D. The Parties acknowledge and agree that the terms of this Agreement may result in the disclosure of personally identifiable information from education records

protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Accordingly, the Parties agree that all disclosures or redisclosures of such personally identifiable information shall be in accordance with FERPA. As used in this section, the terms “personally identifiable information” and “education records” shall have the meanings ascribed to them in 34 C.F.R. § 99.3.

D. Indemnification:

1. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIU Carbondale shall indemnify and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIU Carbondale, its agents or employees, in the performance of SIU Carbondale’s obligations under this Agreement.
2. To the extent permitted by law, Illinois Eastern Community Colleges – Wabash Valley College shall indemnify and hold harmless SIU Carbondale, its agents and employees, from any claims, demands, or causes of action arising out of negligent acts or omissions of the College, its agents or employees, in the performance of the College’s obligations under this Agreement.

E. Reasonable efforts will be made to resolve problems with student(s) through discussions with the student’s program instructor, supervisor, and SIU Carbondale’s faculty members; however SIU Carbondale reserves the right to remove any student from enrollment at SIU Carbondale upon the determination that the student is unable or unwilling to fulfill the requirements of SIU Carbondale’s educational program and mission, including but not limited to the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIU Carbondale, and the SIU Carbondale Student Conduct Code. SIU Carbondale shall also have the right to withdraw any student from its education degree program in accordance with its academic requirements, including but not limited to unsatisfactory academic performance and/or social misconduct.

F. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.

G. Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

For SIU Carbondale: Saliwe Kawewe  
Director, School of Social Work  
Southern Illinois University Carbondale  
250 Pulliam, Mailcode 4329  
475 Clocktower Drive  
Carbondale, IL 62901  
Phone: 618-453-3359  
Email: [smkawewe@siu.edu](mailto:smkawewe@siu.edu)

For IL Eastern Community Colleges: Holly Martin  
Chief Academic Officer  
Illinois Eastern Community Colleges  
233 East Chestnut  
Olney, IL 62450  
Phone: 618-393-2982 x5510  
Email: [martinh@iecc.edu](mailto:martinh@iecc.edu)

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date written herein.

ILLINOIS EASTERN COMMUNITY COLLEGES – WABASH VALLEY COLLEGE

\_\_\_\_\_  
Holly Martin, Chief Academic Officer  
Illinois Eastern Community Colleges – Wabash Valley College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, IECC Board of Trustees  
Illinois Eastern Community Colleges – Wabash Valley College

\_\_\_\_\_  
Date

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

\_\_\_\_\_  
Meera Komarraju, Interim Provost and  
Vice Chancellor for Academic Affairs  
for John Dunn, Interim President  
Southern Illinois University Carbondale

\_\_\_\_\_  
Date

**Agenda Item #8B**

**IECC Catalog 2019-2020**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: July 16, 2019  
RE: 2019-2020 IECC Catalog

The District's catalog sets forth the courses, programs, degrees and certificates, and establishes the District policies that apply to the operation of the District and its students. Throughout the year, the Board has approved changes to the catalog, which are added as they occur, to the electronic version of the District's catalog on the IECC website. This amended electronic version becomes the binding document for the District's relationship with students, faculty, and staff.

Because high school counselors continue to use the catalog when advising students, the District will print **870** catalogs for a price of approximately **\$4,580.00**. Creasy Printing will print the catalog.

A link to the updated catalog has been sent to the Board for review and will be posted on the IECC website. A summary of the changes made throughout the year follows.

I ask for the Board's approval to print the 2019-2020 IECC catalog.

MH/rs

Attachment

# IECC Catalog Changes | 2018-2019

Revised Phlebotomy C339, Graphic Arts and Design D199 & Automotive Technology D522 .....	8/18
Revised Tobacco Free/Smoke Free Policy in Appendices & Student Information and Student Conduct.....	8/18
Removed Culinary Arts, Basic Cook, and Baking and Pastry Arts – OCC.....	8/18
Added Auto Maintenance & Repair AUM C519 and Health Information Technology MCOD D188 – OCC .....	8/18
Revised Student Services and Financial Section to reflect addition of Platinum Program to Meal Plan .....	8/18
Changed LSC 2264 to Anatomy for Healthcare in Course Descriptions and programs .....	8/18
Revised Inside Cover .....	8/18
Revised Admission Section Student Enrollment and Registration Checklist .....	8/18
Revised Index and Contents.....	8/18
Financial Section revised (Tuition and Meal Plan).....	10/18
Admissions Revised (Student Enrollment and Registration Checklist).....	10/18
Student Services Revised.....	10/18
Allied Health Revised (Radiography).....	10/18
Course Information Revised .....	10/18
CTE Revised – Health Information Technology D188 – OCC- Gen Ed hours designated .....	10/18
Removed Industrial Leadership & Organization WVC –C567 .....	10/18
Revised Inside Cover .....	10/18
Revised General Information adding Nondiscrimination Policy .....	10/18
Revised Admission Sections with Open Admissions Policy .....	10/18
Revised Student Information and Conduct Section with complete Nondiscrimination Policy .....	10/18
Revised Divider pages as required.....	10/18
Revised Index.....	10/18
Revised Course Numbering .....	11/18
Revised Cosmetology C260 – OCC.....	11/18
IAI Codes added .....	1/19
Revised Coding Associate MCOD C189 – OCC.....	2/19
Revised Shooting Range Safety Officer- FST C 574- WVC.....	2/19
Revised Appendix B- removed date approved .....	2/19
Revised IAI General Education Core Curriculum .....	2/19
Revised Collision Repair Technology AUB D515- OCC.....	2/19
Revised Administration Section.....	3/19
Revised Financial section .....	3/19
Revised Welding -WELD C571 LTC.....	3/19
Revised Graphic Arts & Design GAD D199, and Graphic Design GAD C198- FCC .....	4/19
Revised degrees AAS Degrees adding in IECC human diversity requirements.....	4/19
Revised Americans with Disabilities Act in Student Safety and Information .....	4/19
Added GECC Credential C104 requirement to General Programming .....	4/19
Revised Allied Health.....	4/19
Revised Office Management - OMFTD186 –LTC.....	4/19
Revised Administration of Justice - JUSD390 – OCC .....	4/19
Added Broadband Technician- TELC486 – LTC.....	4/19



De-Activated Corrections Parole Officer D392 and Corrections Youth Supervisor D391 – and Petroleum Drilling Technology D304, and Petroleum Drilling Technology C303-LTC .....	4/19
Revised Information Systems Technology and a name change to IST C216 to “Network Technician” .....	4/19
Added Customer Service Management-CUSM C341; Public Service Management -PSER C352; And Special Events Management- EVENT C357, at LTC.....	4/19
Revised all common sections of the catalog .....	5/19
Revised Inside Cover .....	5/19
Revised Index.....	5/19
Revised Board of Trustees (added new dates to terms) .....	5/19
Added Institutional Learning Goals and Removed IECC General Education Learning Outcomes ..	5/19
Revised Financial section to update Academic Standards for Financial Aid policy .....	5/19
Revised Fire Service Administrator C402, Advanced Suppression Specialist C403, and Basic Fire Suppression Tech C402 - FCC .....	6/19
Revised Electrical Distribution C266- FCC.....	6/19
Revised Course Descriptions .....	6/19
Revised Administration .....	6/19
Revised Appendices.....	6/19

**Agenda Item #8C**

**Selection of Architectural Firm**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: July 16, 2019  
SUBJECT: Selection of Architectural Firm

I recommend that IECC retain Walk Architecture, Effingham, IL as the architect for design of a new approximately 35,000 square foot addition to the Performing Arts Building on the Campus of Lincoln Trail College, Robinson, Illinois. Architectural services will be performed, as needed, under the arrangements outlined below.

MH/rs

Attachment

## AGREEMENT BETWEEN OWNER AND ARCHITECT

THIS AGREEMENT made this 6th day of June, 2019 by and between **LINCOLN TRAIL COLLEGE**, 11220 IL-1, Robinson, Illinois 62454 hereinafter called the OWNER, and **WALK ARCHITECTURE**, 17125 East 2000<sup>th</sup> Avenue, Effingham, Illinois 62401 hereinafter called the ARCHITECT, witnessed

Whereas the OWNER intends to contract for Design of a new approximate 35,000 square foot addition to the **Performing Arts Building** on the Campus of Lincoln Trail College, Robinson, Illinois.

### **A. Basic Services of the Architect – Design-Bid-Build**

The Architect agrees to perform for the above named work professional services consisting of the following: consultation with the Owner, research applicable design criteria, attend project meetings and communicate with the Owner's representative on the progress of the project.

The Architect will assist the Owner in obtaining approval of the plans and specifications by such authorities as required by law.

Site engineering, structural, mechanical, electrical, plumbing and fire protection systems to be design by others.

1. Design Development Phase
  - 1.1 The Architect shall prepare the Design Development Document which may consist of the following: preliminary studies, design development drawings, and estimate of construction cost for the Owner's approval.
2. Construction Documents
  - 2.1 Once Design Development Documents are approved by the Owner, the Architect shall prepare Construction Documents which may consist of the following: working drawings; specifications; and large scale details.
3. Bidding and Negotiation
  - 3.1 Once Construction Documents are approved by the Owner, the Architect shall assistance with Bidding and Negotiation Phase of the project.
  - 3.2 The Architect shall assist the Owner in preparing the bidding information that includes the date, time and place of the Bid Date. Also the Bid Form that represents the agreement Contractor shall make to the Owner and the Conditions of the Contract for Construction (General, Supplementary and other Conditions) shall be prepared by the Architect. (These documents are located in the Architect's Specifications for the project.)
  - 3.3 The Architect shall assist the Owner in contacting prospective contractors, collecting competitive bids, reviewing the bids and proposals, and selecting the most accurate bid and awarding the bid to the prospective contractor. Included in the bid process, the Architect in conjunction with the Owner shall hold a Pre-Bid Conference informing the prospective contractor general information about the project and respond to the prospective contractor's questions as clarifications and interpretations of the Construction Documents. The response to the questions shall be address in addendum to each perspective bidder.
  - 3.4 The Architect shall consider the request for substitutions and may assist the Owner in any, if necessary, negotiations with a perspective contractor.
4. Construction Phase
  - 4.1 The Architect shall advise and consult with the Owner in the Construction Phase of the project. The Architect shall administer the Contract between the Owner and Contractor as stated in the AIA Document A201-2007, General Conditions of the Contract for Construction. If any modifications are made between the Owner and Contractor, those modifications shall not affect the Architect's services as this agreement states.
  - 4.2 The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. (Referenced AIA B101-2007.) The Architect shall not have control over and shall not be responsible for any of the Contractor's, or any person's, negligent acts or omissions in performing portions of the Work.

- 4.3 At appropriate intervals in the project, the Architect shall visit the site to review the project and become familiar with the progression of the Work that is being completed. Also, the Architect shall inform the Owner on the progression of the Work. If noticed, the Architect may note, if any, any deviations, defects or deficiencies to the Owner and/ or Contractor. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality of the Work and the Architect must not be held responsible for and neglected acts of omissions in the performing of the portions of the work. (Referenced AIA B101-2007.)
- 4.4 The Architect has the authority to reject the Work by the Contractor that does not represent the intention of the Contract Documents.
5. Payment from Owner to Contractor
  - 5.1 The Architect shall review and approve the amounts of payment from the Owner to the Contractor.
  - 5.2 The request for payment by the Contractor shall be submitted per the AIA Payment Application form.
  - 5.3 The approval of the Payment Application by the Architect shall not be a representation that the Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the work, reviewed construction means, methods, techniques, sequences or procedures, reviews copies of requisitions received from the Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right of Payment, or ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. (Referenced AIA B101-2007.)
  - 5.4 The Architect may approve minor changes that may not affect the cost or timeframe of the Work that is to be completed based from the Construction Documents.

## **B. Payments to the Architect**

The Owner agrees to pay said Architect for her basic services a fee based on a **Fixed Rate** of **\$22,500** plus Reimbursable Costs and other payments, if any, as specified in Paragraph 3. Extra services as mentioned in Paragraph 3 will be performed only on written order of the Owner.

The architect shall be paid on a monthly basis based on the number of hours spent and an hourly rate of **\$100.00** until bid documents are completed. At Bid Date, the Architect shall be paid **75%** of the **Fixed Rate**. At Substantial Completion of the project, the Architect shall be paid for the **remainder** of the **Fixed Rate**.

Payments are due thirty days from receipt of statement. Payments unpaid after thirty days will bear interest at the rate of 1.5% per month (18% APR).

## **C. Extra Services and Special Cases**

If the Architect is caused extra drafting or other expenses due to changes ordered by the Owner or due to the delinquency or insolvency of the Owner or Contractor, or as a result of damage by fire, or for making as-built drawings, he shall be equitably paid for the services and any extra expenses involved. The cost involved shall be agreed upon before work is started.

The following items shall be considered as reimbursable expenses for this project:

1. Reproduction and copying costs
2. Photography expense
3. Preparation of color renderings
4. Construction of scale models
5. As-Built Documents & Owner Manual Coordination
6. Analysis of Owning & Operational Costs

Where required for the project, the cost of any specialized consultant will be arranged for by the Architect and billed as extra service with a 10% additional charge for coordination and administration of the work.

Specialized consultants include but are not limited to the following:

1. Civil Engineering
2. Structural Engineering
3. Geotechnical Engineer
4. Specialized Testing Engineers and/or Laboratories
5. Mechanical Engineering
6. Acoustical Engineers
7. Special Systems Consultants (computer, communications, sound, etc.)
8. Surveying Services
9. Environmental Engineers
10. Comprehensive Interior Design
11. Landscape Architect

The necessity for any specialized consultant along with the associated cost shall be determined and approved jointly by the Architect and Owner prior the work being started.

**D. Ownership of Documents**

Drawings and Specifications as instructions of service are the property of the Architect whether the work for which they are made be executed or not, and shall not be used for any purpose other than for this particular project.

**E. Surveys, Borings and Tests**

The Owner shall, so far as the work under this Agreement may require, furnish the Architect with the following information: complete and accurate surveys of the building site, giving the lines of streets, pavements and adjoining properties, the rights restrictions, easements and boundaries of the building site.

Where required, the Architect will furnish his own topographical surveys. If surveys, tests or soil borings are required, they will be performed or arranged for by the Architect at extra cost. Where it is necessary to subcontract these services, they shall be billed at the rate of 1.1 times the cost to the Architect.

**F. Termination**

If any work designed or specified by the Architect is abandoned or suspended, in whole or in part, the Architect shall be paid for the services tendered on account of it.

Should the project be terminated at the completion of the preliminary design phase, the Architect shall be paid for services rendered to date. This will normally be 1.4% of the estimated cost of construction (20% of the fee) plus any additional fee for extra services authorized by the Owner.

Should the project be terminated during the working drawing phase, prior to receiving bids, the Architect shall be paid for services rendered to date based on hourly rates specified in Paragraph 3.

**G. Miscellaneous Provisions**

The Architect and the Architect's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), mold or other toxic substances.

**H. Successors and Assignments**

The Owner and the Architect each binds himself, his partners, successors, legal representatives, and assigns to the other party to this agreement and to the partners, successors, legal representatives, and assigns of such other party in respect of all covenants of agreement. Except as mentioned above, neither the Owner nor the Architect shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

THE OWNER and the ARCHITECT hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement the day and year first written above.

LINCOLN TRAIL COLLEGE / IECC

Robinson, Illinois

\_\_\_\_\_

By G. Andrew Fischer, IECC Board Chairman

\_\_\_\_\_

Date

WALK ARCHITECTURE, LLC

Effingham, Illinois



\_\_\_\_\_

By

06/26/19

Date

**AGREEMENT BETWEEN OWNER AND**  
**MECHANICAL, ELECTRICAL AND PLUMBING ENGINEER**

**MEP Scope-**

Design of the Mechanical Electrical and Plumbing for the Lincoln Trail Performing Arts Addition.

Layout and Specifications and Improvements in this area, as described to us, our fee shall include:

1. Review and coordination with the architect, contractor, structural engineer and owner.
2. Plumbing Electrical HVAC design drawings in AutoCAD.
3. Issue of addendums as required meeting the original project scope.
4. Respond to questions during review and bidding period.
5. Engineer shall respond to RFI's and provide clarifications to construction documents as required meeting the original project scope.
6. Shop drawing review of engineering related equipment as needed.

Scope includes no job site kick off meetings, and limited construction administration services for shop drawing review and response to RFI's. Our fee shall be invoiced monthly based on percentage of completion with 95% due upon issuing drawings for permit.

**MEP Fee-**

\$7,800

Reimbursable expenses are to be in addition to fees above. These reimbursable expenses include air fare, rental car, fuel, parking, meals, overnight delivery services, courier services, and reproduction costs at \$2.50/sheet for 24 x 36" bond copies.



Lincoln Trail College  
11220 State Highway 1  
Robinson, IL 62454

July 3, 2019

SUBJECT: Design Services Proposal for Performing Arts Addition

Thank you for the opportunity to provide this engineering proposal. The following depicts our understanding of the scope of work for this project.

## **PROJECT DESCRIPTION**

The project consists of the complete design and development of biddable construction documents and specifications for an addition of the Performing Arts Building. The existing theater is to the north that we will be attaching. This portion of the facility is for preparing the stage, set, actors, etc. prior to entering the stage. The loading and receiving is for performance busses to park and unload and will be at grade level.

We understand the project to include Survey, Civil/Site Engineering, and Structural Engineering services.

The project delivery method will be Design-Bid-Build, and the project phases will include the following:

- **Schematic Design (SD) – Site Narratives**
- **Design Development (DD)**
- **Construction Documents (CD)**
- **Bidding Phase (BD)**
- **Construction Administration (CA)**
- **Record Drawings (RD)**

We further understand that:

### **1. Surveying Services to include:**

- Establish and monument vertical and horizontal control
- The field survey will be based on Illinois State Plane Coordinates for Horizontal Location and NAVD88 Vertical Datum
- Execute a Topographic Survey of site
- Prepare and maintain original field notes
- Topographic survey to include:
  - Drainage (structures, pipes, flow lines)
  - Site features
  - Topography
  - Lot Lines
  - Vegetated/cultivated areas & Pavement types
  - Utilities as located per JULIE *Design Request*

- A vicinity map showing the property surveyed in reference to nearby structures
- 0.5 foot contours based upon above said Vertical Datum
- Indication of access to a public way on land such as easements, curb cuts, and driveways
- Location of utilities existing on or serving the surveyed property as determined by observed evidence together with evidence from plans obtained from utility companies or provided by client, and markings by utility companies and other appropriate sources (with reference as to the source of information)
- Manholes, catch basins, valve vaults and other surface indications of subterranean uses
- Utility company installations on the surveyed property. Note: source information from plans and markings will be combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that limited excavation could be necessary

## **2. Civil/Site Engineering to include:**

- NPDES permit for site disturbance
- Stormwater runoff rate calculation/model & water detention
- Environmental compliance checklist form
- Demolition Plan – Plan drawing(s) of all expected site and utility demolition items (if required)
- Site Plan - Plan drawing(s) of all existing and proposed site improvements (pavement materials, entrances, sidewalks, access roads, fencing, material storage bins, etc.) as well as location data for construction (control points, dimensions)
- Utility Plan - Plan drawing(s) of all existing and proposed utilities (sanitary sewers, storm sewers, water service, natural gas service) as well as removal/abandonment of existing service lines (if required)
- Grading and Erosion Control Plan - Plan drawing(s) of all existing and proposed grading (contours, spot elevations, min/max slopes) and all proposed erosion control measures (siltation fences, inlet sedimentation checks, siltation basin, etc.)
- Construction Staging Plan – Plan drawing(s) of proposed construction staging areas, earth material spoil areas, contractor parking areas, construction access roads, etc.
- Site Details – Drawing(s) detailing all site features (pavement sections, entrances, sidewalks, pavement joints, loading dock wall sections, signage, bollards, etc.)

- *Utility Details – Drawing(s) detailing all utility features (manholes, inlets, cleanouts, pipe trenches, water vaults, fire hydrants, etc.)*
- Grading/Erosion Control Details – Drawing(s) detailing all grading and construction erosion control measures (siltation fences, inlet sedimentation checks, siltation basin, etc.)
- Sewer Profiles – Profile drawing(s) detailing new storm and sanitary sewer
- Drainage Area Maps - Plan drawing(s) detailing drainage areas and storm water hydraulics, as necessary.

### **3. Structural Engineering to include:**

CDI will prepare the structural analysis of the proposed building with the general scope of work provided as shown below.

#### *Calculations/Reports*

Building Code & College Standards

Lateral force resisting systems

Wind loading parameters

Snow loading parameters

Live loading parameters

Seismic loading parameters

#### *Construction Drawings*

- Foundation Plans – Plan drawing(s) addressing building footings, foundation walls, grade beams, etc.
- Framing Plans – Plan drawings containing the floor and roof framing, diaphragms and bracing.
- Structural Details – Detail drawing(s) addressing building details, foundation details, sub drainage details, etc.
- Structural General Notes – Plan sheet containing design loads, applicable codes, notes for each construction material type and construction inspection requirements.

#### *Specifications*

- Specifications will be done for all civil site design related construction (site clearing, earthwork, concrete paving, asphalt paving, paving joint sealants, storm sewer piping, sanitary sewer piping, gas piping, water piping, etc.). Each section will be written in the Construction Specification Institute MasterFormat, include a clear statement of the proposed work, and be edited to contain only information pertinent to the project.

#### *Project Management*

- Project team meetings: CDI will make a site visit and meet with the project team members as needed in order to discuss project related issues on an as needed basis.
- Jurisdictional meetings: CDI will attend any City of Robinson planning/zoning and site development meetings for this project
- Utility meetings: CDI will attend any meetings with utility companies for coordination
- QA/QC: CDI will employ in-house expertise to check design and construction improvements and modify the construction documents accordingly

### *Deliverables*

Deliverables at each milestone submittal shall include sets of drawings/specifications/etc. as required to adequately convey the project scope at each specific project stage. Anticipated submittal deliverables are summarized below:

- Schematic Design Submittal
- Design Development Submittal
- 50% Design Plan Submittal
- 95% Design Plan Submittal
- Final Design Plan Submittal

### *EXCLUSIONS/ASSUMPTIONS*

- Existing Utility capacity: CDI assumes that the existing utilities surrounding the site, such as water mains, gas mains, sewer mains, etc. are in good condition. CDI will coordinate with a sub-contractor to televise the storm and sanitary sewer lines and perform a condition assessment. CDI assumes that the public and University owned utilities surrounding the site have adequate capacity to provide suitable services for this new project scope of work. Redesign of existing off-site utilities in order to increase capacity or upgrade deteriorated facilities is not in CDI's scope of work, however, CDI can provide this design work as an additional service if needed.
- CDI assumes that the site is free of any environmental mitigation/remediation issues. If issues arise, these will be addressed by another environmental engineer, and their remediation design will not be part of CDI's project scope of work.
- Scope of work will follow College facility standards, applicable codes, and CDI will work with the Project Team to define/verify code compliance.
- The drawings for this project will be created using AutoCAD Civil 3D and/or Revit.

### **PROJECT FEES**

Site Surveying	\$1,200
Civil/Site Design, Grading, Utilities, Sidewalks, Drainage Design, parking lot	\$1,800
Structural Engineering	\$6,500
<b>Total</b>	<b>\$9,500</b>

This Contract will be a Lump Sum, including reimbursable expenses unless another method is preferred. This proposal has been drafted using all information available at this time. Please let me know if we have made any errors in assumptions, or if any conclusions need to be clarified.

**Adam D. Bohnhoff, PE, SE**

Effingham Branch Manager

104 N. Second Street, Suite A

Effingham, Illinois 62401

[abohnhoff@civildesigninc.com](mailto:abohnhoff@civildesigninc.com)

[www.civildesigninc.com](http://www.civildesigninc.com)

**Agenda Item #8D**

**Appointment of Board Audit Committee**

**Agenda Item #8D**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: July 16, 2019  
RE: Appointment of Board Audit Committee

The Board Audit Committee is charged with oversight of the District's annual audit. The Committee meets with the District's auditors and makes a complete review of the Audit Report. Committee members then report to the Board and then the Board takes action on the District's required annual audit.

The board should consider the appointment of Board members John Brooks and Jan Ridgely or make new appointments to the Audit Committee.

MH/rs

**Agenda Item #8E**

**Castle Branch Agreement**



**Agenda Item #8E**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: July 16, 2019  
RE: Castle Branch Bridges Agreement for Selected Agency Clinical Sites

The following Agreement with Castle Branch for CB Bridges will allow Associate in Applied Science students in Nursing to be placed in selected clinical agencies in Indiana. A clinical site in Evansville is now using this product for clinical placements and they have begun implementation for the Fall term.

Many clinical sites have multiple colleges and universities vying for clinical rotations and more sites are using external vendor products to help manage the clinical scheduling and tracking of immunization records. IECC can have up to 40 students at St. Vincent's each year and staff estimate that around 30 students will need to be placed there for the upcoming year. The cost for using this product will be approximately \$1,200 and the Nursing program would cover the cost for year one.

Covering the cost this year gives Allied Health faculty and administration time to see how widespread the use of external vendors may become over the next academic year and determine if we should pursue a different funding structure. The term of this Agreement shall be one year from the effective date.

I ask the Board's approval of the Castle Branch for CB Bridges agreement for the ADN program.

MH/rs

Attachment

**CB BRIDGES SUBSCRIPTION AGREEMENT**

This CB Bridges Subscription Agreement is dated \_\_\_\_\_ (“**Effective Date**”) and is entered into by and between: **Illinois Eastern Community College - Olney Central College** (“**Client**”), with a notice address of 305 N. West Street Olney, IL 62450; Attn: Theresa Marcotte,

Invoicing Address	Primary Contact Information
Olney Central College	Title: Associate Dean of Nursing and Allied Health
305 N. West Street	Email Address: <a href="mailto:marcottet@iecc.edu">marcottet@iecc.edu</a>
Olney, IL 62450	Telephone No.: 618-395-7777 ext. 2136
Attn: Theresa Marcotte	Fax No.:

**AND**

**Castle Branch, Inc.** (“**Vendor**”), with a notice address of 1844 Sir Tyler Drive, Wilmington, North Carolina 28405; Attn: General Counsel.

Primary Contact Information
Name: Amanda Clarke
Title: Contract Manager
Email Address: <a href="mailto:amandac@castlebranch.com">amandac@castlebranch.com</a>
Telephone No. 888.723.4263 ext 7798

For good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, Client and Vendor agree as follows:

	<b>CB Clinical Placement</b>	<b>CB Clinical Scheduling</b>	<b>CB Pro Advantage Tracker</b> <i>(Addendum to Agreement (FCRA Certifications) must be signed)</i>	<b>CB Time Management</b>	<b>CB Evaluations</b>
Services Subscribed to by Client <b>[Check all that apply]</b>	X	X	X		
Subscription Term and Initial Subscription Commencement Date	1 year from Effective Date	1 year from Effective Date	1 year from Effective Date		

Annual Subscription Fees– Commencing on Subscription Commencement Date	\$10/per student per year	\$20/per student per year	\$10/per student per year		
Responsible Party for Payment of Subscription Fees  [Student User/Faculty User <u>OR</u> Client]	Client	Client	Client		
Responsible Party for Payment of Any Additional Set-Up Fees (Additional Affiliated Units and Documents)  [Student User/Faculty User <u>OR</u> Client]	Client	Client	Client		

1. **Definitions:** For purposes of this Agreement, the following terms have the meanings ascribed to them in this Section.
- a. "**Account**" means the individual registration and account of Client, each Authorized User, each Faculty User, and each Student User with Vendor that is required to access and use the Services.
  - b. "**Administrator**" means the individual Authorized User(s) who have access and rights through the Administrator's Account to create, edit, access, use, view, publish, or delete sessions, data, or other information through the Services. An Administrator may also have the right, to the extent made available by Vendor, to add, modify, establish, set, and delete privileges, access rights to Services or information, and other rights of Authorized Users, Faculty Users, and Student Users.
  - c. "**Affiliated Unit**" means (i) if Client is an educational institution (or program, department, or school within an educational institution), a health care facility that is affiliated with or a party to a contract with Client that permits Client to place or schedule Client's students with the health care facility for purposes of completing clinical, experiential, residency, or other educational, degree, or licensure requirements, and that may be a party to a written agreement with Vendor for access and use of the Services; and (ii) if Client is a health care system or health care facility, a program, department, or school at an educational institution that is affiliated with or a party to a contract with Client that permits the program, department or school to place or schedule its students with Client for purposes of completing clinical, experiential, residency, or other educational, degree, or licensure requirements, and that is a party to a written agreement with Vendor for access and use of the Services.
  - d. "**Agreement**" means this CB Bridges Subscription Agreement, and any addenda, exhibits, or statements of service that may be attached hereto or specifically incorporated herein, as may be renewed, modified, or amended from time to time.
  - e. "**Authorized User**" means each Client employee who is authorized by Client to access and use the Services under Client's subscription for and on behalf of Client.
  - f. "**Authorized User Information**" means any data or information regarding Authorized Users that is directly or indirectly obtained or accessible by Vendor from, as a result of, or through Authorized Users creating Accounts or accessing or using the Services.

- g. **"CB PAT Services"** means the Vendor provided Service, listed above as CB Pro Advantage Tracker, that includes (i) access through CB Pro Advantage Tracker of Vendor prepared background check reports, drug test results, and an immunization record summary report (if requested by Client and only to the extent such services and reports were purchased from and prepared by Vendor) of Student Users or Faculty Users, as applicable, who authorize sharing of their information with Client; (ii) uploading or inclusion of a maximum of ten (10) documents/requirements in CB Pro Advantage Tracker per Affiliated Unit designated by Client pursuant to Section 11 of this Agreement, for Student User or Faculty User, as applicable, completion or review; and (iii) if Client is an educational institution, the right to provide access to the documents and reports therein to up to four (4) Affiliated Units designated in writing by Client pursuant to Section 11 of this Agreement, subject to execution by each Affiliated Unit of such written agreements, certifications, or other documents as may be required by Vendor. For the avoidance of doubt, (iv) an Affiliated Unit may only access or use Services (including, without limitation, CB PAT Services) or information, documents, or reports contained therein, if the Affiliated Unit executes such written agreements or other documents as may be required by Vendor; and (v) Vendor will not review or verify any information, documents, records, or requirements completed, provided, or uploaded in or to the CB PAT Services.
  - h. **"Client Information"** means any data or information regarding Client that is directly or indirectly obtained or accessible by Vendor from, as a result of, or through Client or Authorized Users creating an Account or Accounts, subscribing to the Services, or accessing or using the Services.
  - i. **"Documentation"** means any technical, product, service, or other business information, manuals, "help" files, instructions, descriptions, or specifications provided or made available by Vendor, or accessible by Client or any Authorized User, whether directly from Vendor or through access or use of the Services, and applicable to the Services or any Vendor network, system, platform, or software.
  - j. **"Faculty User"** means (i) if Client is an educational institution, each faculty member of Client who is, may be, or will be considered for placement, privileges, or access for student instructional/educational purposes at an Affiliated Unit; and (ii) if Client is a health care facility, each faculty member of an Affiliated Unit who is, may be, or will be considered for placement, privileges, or access for student instructional/educational purposes at Client.
  - k. **"Faculty User Information"** means any data or information regarding Faculty Users that is directly or indirectly obtained or accessible by Vendor from, as a result of, or through Faculty Users accessing or using the Services.
  - l. **"Protected Health Information"** means Protected Health Information as defined under 45 C.F.R. 160.103.
  - m. **"Services"** means the Vendor hosted web-based services subscribed to by Client under this Agreement, as hosted and made accessible to Client by Vendor. The Term "Services" includes the CB PAT Services, as defined above.
  - n. **"Student User"** means (i) if Client is an educational institution, each student of Client who is or may be placed or accessing, or will be considered for placement or access, at an Affiliated Unit for clinical, residency, experientials, or other education or degree requirements; and (ii) if Client is a health care facility, each student of an Affiliated Unit who is or may be placed or accessing, or will be considered for placement or access, at Client for clinical, residency, experientials, or other education or degree requirements.
  - o. **"Student User Information"** means any data or information regarding Student Users that is directly or indirectly obtained or accessible by Vendor from, as a result of, or through Client, Authorized Users, Student Users, or others accessing or using the Services.
  - p. **"Subscription Fees"** means the fees payable to Vendor under this Agreement for the Service(s), as set out above, as may otherwise be added or modified by mutual written agreement of Client and Vendor.
  - q. **"Subscription Term"** means the duration of Client's subscription to access and use the Service(s) subscribed to by Client, as set out above, as may be renewed or otherwise modified by mutual written agreement of Client and Vendor.
2. **Right to Access and Use:**
- a. Subject to the terms and conditions of this Agreement, Vendor grants to Client during the Subscription Term, and Client subscribes to and agrees to pay or cause to be paid the Subscription Fees for, the right to access and use the Services subscribed to by Client, as identified above, solely for Client's internal business purposes of managing Student User and Faculty User clinical, residency, experiential, or similar health

sciences training, degree, or education requirements at Client or, if applicable, Affiliated Units. Client agrees that Client's subscription to Services under this Agreement is not contingent on the delivery of any future or modified functions, features, tools, modules, or services, nor is it dependent on any oral or written comments, statements, or representations by Vendor regarding future or modified functions, features, tools, modules, or services. Each Authorized User, Faculty User, and Student User must have a separate Account and may only access and use the Services through such Authorized User's, Faculty User's, or Student User's own Account.

- b. Client shall be solely responsible for providing to Vendor the names and other requested information of all Authorized Users who may have access to the Services and electronic information and reports regarding individuals and Client on Vendor's system. Each Authorized User is subject to the same covenants, representations, warranties, restrictions, and obligations as Client under this Agreement, and any act or omission by any Authorized User in violation of this Agreement will be deemed to be a breach of this Agreement by Client. Client promptly shall notify Vendor in writing if an Authorized User no longer is employed by Client or no longer is authorized to view information or reports on Vendor's system or to access or use the Services. Client represents and warrants to Vendor that all Authorized Users are employees of Client who have a legitimate business need to access and use the Services, and to view, copy, and access results, reports, documents, and information about the individuals on or through the Services. Client is solely responsible and liable for the access and use by each Authorized User of the Services and any information, documents, and records available on or through the Services. In addition, each Authorized User's access to or use of the Services is subject to, and each Authorized User must agree to and execute as a condition precedent to accessing or using the Services, any certifications required or reasonably requested by Vendor with respect to the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and any regulations promulgated thereunder, as amended from time-to-time (collectively, the "FCRA"), or any applicable federal, state, or local laws, rules, or regulations.
  - c. Client shall require all Student Users and, if applicable, Faculty Users, to access and use the Services subscribed to under this Agreement during the Subscription Term, for the Student User's and Faculty User's own personal purposes in connection with the Student User's educational requirements (not for commercial use) or the Faculty User's requirements to teach or instruct at the Client or, if applicable, Affiliated Unit (not for commercial use). The Administrators are responsible for assigning rights, privileges, access, and restrictions with respect to the Services to each Student User, Authorized User, and Faculty User. All Authorized User Information provided to Vendor shall be complete, accurate, and current. Each Student User's and Faculty User's access to or use of the Services is subject to the Terms and Conditions of Use and Privacy Policy posted by Vendor on the applicable website, webpage, or portal. Each Student User and Faculty User must, as a condition precedent to accessing and using the Services (i) agree to and execute the Terms and Conditions of Use posted by Vendor on the applicable website, webpage, or portal, and any other consent, authorization, agreement, or instruction required by Vendor; and (ii) create an Account and provide accurate and complete information as requested by Vendor.
  - d. The Services are only for access and use by Client, its Authorized Users, Student Users, Faculty Users, and, to the extent authorized by Vendor under separate written agreements, Affiliated Units, not by any other individual, entity, organization, association, or otherwise unless specifically authorized in writing by Vendor. Any access to or use of the Services other than as permitted under this Agreement requires the prior written consent of Vendor. Neither Client nor any Authorized User shall make any representations or warranties regarding the Services or any other matter, to Authorized Users, Student Users, Faculty Users, Affiliated Units, or any other third party, from or on behalf of Vendor. Neither Client nor any Authorized User shall create or purport to create any obligation or liability for or on behalf of Vendor. Vendor may reject, and refuse to permit access or use of the Services to or by, any Authorized User, Student User, Faculty User, or Affiliated Unit for any reason.
3. **Confidentiality and Information Security:**
- a. Each of Vendor and Client shall maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security of any Personal Information in such party's possession that relates to Student Users, Faculty Users, or Authorized Users and that was obtained or created as a result of the Services. "Personal Information" means (i) the user name or email address of a Student User, Faculty User, or Authorized User, in combination with a password or other log-in credential that would permit access to the individual's Account, or (ii) a Student User's, Faculty User's, or Authorized User's first name

or first initial, and last name, in combination with any one or more of the following data elements regarding the individual, when either the name or the data elements are not encrypted: more than 4 digits of the social security number; driver's license number or state identification card number; bank account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; medical information (defined as any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional); or biometric data. In the event either Vendor or Client suffers or experiences a Data Breach (as defined below), the Vendor or Client, as applicable, shall notify the other party in writing and by phone of the Data Breach as soon as reasonably practicable, but in no event later than three (3) days, following the party's knowledge of the Data Breach and shall take commercially reasonable actions to contain and investigate the Data Breach. The notification shall identify, to the extent such information is available (and subject to any governmental agency or authority request or instruction to withhold information): (A) the nature of the Data Breach; (B) the Personal Information accessed; (C) the person(s) who accessed, the Personal Information (if known); (D) any steps taken by the party to contain the Data Breach; and (E) any corrective action the party has taken or will take to prevent future unauthorized access. The party that suffered or experienced the Data Breach shall comply with all applicable laws regarding any Data Breach, which may include providing notice to affected individuals determined by the party to require notification and to applicable governmental agencies. Each of Client and Vendor agrees that the party that suffered or experienced the Data Breach shall have the sole right to determine if notice is to be provided to any individuals, law enforcement agencies, regulators, governmental agencies, or others, and, if so, the time, place, content, and manner of such notification. Each of Client and Vendor further agrees that the party that suffered or experienced the Data Breach shall have the sole right to determine whether to offer or provide any remedies, compensation, credit monitoring, credit repair, identity theft protection, or similar services to any affected individuals. The term "**Data Breach**" means the unauthorized acquisition, theft, or access of or to Personal Information from Vendor or Vendor's network or system, or Client or Client's network or system, as applicable.

- b. Each party may be given access to Confidential Information of the other party under or in connection with this Agreement. "**Confidential Information**" means any proprietary or non-public information compiled, accessed, or received by one party (the "**receiving party**") from or on behalf of the other party (the "**disclosing party**") under this Agreement, however manifested or communicated, including, without limitation, methods, processes, technical documentation, know-how, trade secrets, plans, pricing lists, strategies, research and development, analyses, business plans, techniques, software, formulations, data, consumer information, student information, employee information, Personal Information, consumer reports, investigative consumer reports, or other proprietary or non-public information. Client agrees that Vendor's Confidential Information includes, but is not limited to, Documentation. Notwithstanding the foregoing, "Confidential Information" will not include any information that (i) is or becomes a part of the public domain other than through the act or omission of the receiving party, (ii) is lawfully in the possession of the receiving party prior to it being provided by the disclosing party; (iii) is lawfully disclosed to the receiving party by a third party that does not have an obligation of confidentiality to the disclosing party; or (iv) is independently developed by the receiving party without use of the disclosing party's Confidential Information. Client further agrees that Confidential Information shall not include any information, records, or data about an individual that is compiled, accessed, obtained, created, or received by Vendor as a result of transactions, activities, agreements, or business unrelated to this Agreement and the specific Services provided hereunder (for example, but not by way of limitation, if a Student User does business separately with Vendor or uses Vendor's website, services, solutions, products, or system as a consumer outside of this Agreement). The receiving party agrees that it will not use or disclose the Confidential Information except as provided in this Agreement. Vendor may, in its sole discretion, archive or permanently delete or destroy any Confidential Information or other information or data.
- c. Nothing contained in this Agreement shall prohibit the receiving party from disclosing Confidential Information as required by applicable law or pursuant to a court order, valid subpoena, or investigation by a government body or regulatory agency having jurisdiction over the receiving party or the disclosing party; provided, however, that prior to any disclosure pursuant to a court order, valid subpoena, or investigation by a government body or regulatory agency, the receiving party shall (i) give written notice to the disclosing party (unless prohibited by law) at least seven days prior to such disclosure and reasonably cooperate in any action by the disclosing party to challenge the disclosure of the Confidential Information

and (ii) limit the scope of such disclosure only to such portion of the Confidential Information that it is legally required to disclose.

- d. The receiving party may disclose Confidential Information to its and its affiliates' and subsidiaries' employees, officers, directors, agents, contractors, and representatives, including, without limitation, legal counsel (collectively "**Representatives**") who have a need to know the information and who are bound by an enforceable contractual or ethical duty of confidentiality to the party which requires the Representatives to use and disclose the information only as permitted under this Agreement.
- e. Client agrees that, notwithstanding anything in this Agreement to the contrary, Vendor may at all times access, analyze, process, store, maintain, retain, use, disclose, create derivative works of, transfer, and copy any or all information or data collected, compiled, accessible, produced, or received under or in connection with this Agreement or the Services, including, without limitation, Confidential Information, without crediting or compensating Client or any other person or entity, as follows: (i) to perform, provide, or make available the Services or as permitted or required by this Agreement; (ii) as required by law; (iii) for legal, accounting, regulatory, and data analysis purposes of Vendor and its successors and assigns, including, without limitation, (1) to respond to disputes by Client or any individual (or the individual's agent or representative) regarding any alleged incompleteness or inaccuracy in any consumer report or investigative consumer report; (2) to provide copies of an individual's file to the applicable individual or the individual's agent or representative upon request; (3) to respond to, defend, initiate, and prosecute litigation, actions, claims, or proceedings; (4) to respond to court, regulatory agency, or other subpoenas or orders; or (5) to respond to inquiries or requests for information from Client or the individual with respect to whom the information relates; (iv) as instructed, agreed, consented to, or authorized by Client or the individual with respect to whom the information relates; (v) to the purchaser of or successor to all or substantially all of the assets or business of Vendor, or all or substantially all of the assets or business of Vendor used in provision of any of the Services; or (vi) to send to Client or the individual with respect to whom the information relates personnel announcements, updates, notices, and information regarding Vendor or the Services, including but not limited to, important updates and notices regarding maintenance or downtime. Client further agrees that Vendor may disclose information or data collected, compiled, accessible, produced, or received under or in connection with this Agreement or the Services to Vendor's affiliates, subsidiaries, vendors, suppliers, and contractors that provide services on behalf of Vendor for the purposes of carrying out the Services, providing any purchased or requested products or services, or maintaining any platform, services, or software of Vendor.
- f. Notwithstanding anything contained in this Agreement to the contrary, Vendor may at all times store, maintain, retain, analyze, access, use, disclose, reproduce, copy, publicize, create derivative works from, or process Aggregate Data, in its sole discretion, without restriction and without crediting or compensating Client or any other person or entity, including, without limitation, for Vendor's internal business purposes and for purposes of creating and distributing to others reports, data products, educational works or papers, and analyses. "**Aggregate Data**" means Confidential Information and any other information or data (including, without limitation, any information or data obtained or accessible by Vendor from, as a result of, or through individuals creating Accounts or accessing or using the Services or Vendor's website, software, products, or services) that has been depersonalized by removal of all personally identifiable information and other information that may be used to identify with a reasonable level of certainty the Client or a specific individual.
- g. Subject to Vendor's rights in this Agreement to use and disclose Confidential Information and other information, Vendor agrees to abide by any applicable limitations on re-disclosure of personally identifiable information from education records set forth in the Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)).
- h. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Client is on notice and acknowledges that, notwithstanding any other provision of this Agreement, an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

4. **Term/Termination:** Unless earlier terminated in accordance with this Agreement, this Agreement will remain in effect until the expiration or termination of Client's subscription to the Services subscribed to under this Agreement. Each Subscription Term for a Service subscribed to by Client shall commence on the Subscription Term Commencement Date set out above and, unless earlier terminated in accordance with this Agreement, shall continue for the length of the Subscription Term set out above. The subscription to the Services will automatically renew for successive twelve (12) month terms (each, a "**Renewal Term**") following the expiration of the initial Subscription Term, unless either Client or Vendor provides written notice of non-renewal to the other at least thirty (30) days before the expiration of the then-current Term. The initial Subscription Term and any renewal Subscription Term collectively are referred to as the "**Term.**"
  - a. Vendor will not be liable or responsible for any damages caused by the termination or expiration of this Agreement or any subscription to a Service in accordance with this Agreement, or any suspension or termination permitted under this Agreement of an Account or any right to access or use any Service.
  - b. This Agreement may be terminated as follows: (i) by either party if the other party breaches any provision of this Agreement and such breach is not cured within fifteen (15) days after delivery to such party by the other party of written notice of the breach, which notice must specify the details of the breach and indicate the party's intent to terminate this Agreement if the breach is not timely cured; (ii) by Vendor immediately and without further notice in the event Vendor reasonably believes that Client is violating any applicable law, rule, or regulation, or that Client is misusing the Services, reselling the Services, or otherwise engaging in activities that may be harmful to the business or reputation of Vendor; (iii) by either party immediately and without further notice in the event that any voluntary or involuntary bankruptcy, insolvency, receivership, or other similar proceeding is commenced by or against the other party, or the other party becomes insolvent, or makes an assignment for the benefit of creditors, or dissolves or liquidates, or terminates its existence, or ceases to carry on business in the normal course; or (iv) by Vendor in the event Vendor reasonably believes that any Services (in whole or in part) or any provision of this Agreement are made or may become illegal or against public policy, or may result in liability to Vendor or Client, as a result of any applicable law, rule, regulation, court order, court case, or governmental agency opinion, action, or decision.
  - c. Without limiting Vendor's other rights and remedies, at law or in equity, Vendor may suspend or terminate Client's, any Authorized User's, any Faculty User's, any Student User's, or any Affiliated Unit's use of or access to any Services at any time, without advanced notice and without liability to Client or any other user, if Vendor reasonably determines (i) Client, the Authorized User, Faculty User, Student User, or Affiliated Unit conducted itself, himself, or herself in a way that may subject Vendor to potential liability, (ii) suspension or termination is reasonably needed to prevent unauthorized access, disclosure, or use of Student User Information, Faculty User Information, Client Information, or Authorized User Information, (iii) that the Responsible Party failed to timely pay any Subscription Fees, (iv) Client, the Authorized User, Faculty User, Student User, or Affiliated Unit violated or is violating any applicable law, rule, or regulation, or (v) Client, the Authorized User, Faculty User, Student User, or Affiliated Unit breaches any material provision of the Agreement, any provision of the Terms and Conditions of Use, or any provision of any other document, instrument, agreement, consent, authorization, or certification executed or agreed to by Client, the Authorized User, Faculty User, Student User, or Affiliated Unit.
  - d. Upon termination or expiration of this Agreement, (i) all rights of Client, its Authorized Users, Faculty Users, Student Users, and Affiliated Units (unless otherwise specifically agreed in a separate agreement) to access and use the Services shall terminate, (ii) Client and its Authorized Users agree to cease any and all use of the Services; (iii) Client and all Authorized Users shall delete, destroy, or return all copies of the Documentation in its or their possession or control; and (iv) neither party shall have any further rights or obligations under this Agreement except for (A) rights of Vendor to receive payment for all Services provided through and including the effective date of termination or expiration; (B) rights and obligations which expressly survive termination or expiration of this Agreement; and (C) rights and obligations arising from any breach of this Agreement.
5. **Conditions Precedent to Provision of Services:** Notwithstanding anything in this Agreement to the contrary, Client acknowledges and agrees that Vendor's obligation to provide or make available the Services is contingent on and subject to (a) Client's provision to Vendor of any certifications required or reasonably requested by Vendor with respect to the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and any regulations promulgated thereunder, as amended from time-to-time (collectively, the "**FCRA**") or any other applicable laws, rules, or regulations; (b) Client's compliance with all applicable laws, rules, and regulations (including, without limitation,



the FCRA) and any Vendor requirements or instructions with respect to any particular Services including, without limitation, any requirement to provide disclosures to consumers, obtain written authorizations from consumers, and comply with any pre-adverse or adverse action procedures which may apply; and (c) provision of complete and accurate information and documentation by Client (including, without limitation, proof or verification of business existence, permissible purpose, and good standing, if applicable), or its applicable Student Users, Authorized Users, or Faculty Users as may be requested by Vendor in connection with the Services. In the event Client desires or instructs any Student User or Faculty User to access or use any Services, or any other Vendor website, system, product, service, solution, or platform, Vendor's obligation to provide such service, product, or solution, or to permit such individual to access or use the Services or any Vendor website, system, product, service, solution, or platform, is subject to and conditioned on the individual's agreement to and electronic or other signature (as may be required by Vendor) of the terms of use, privacy policy, and any consent, authorization, or instruction form requested or required by Vendor.

6. **Fees/Payment:**

- a. Client or the person or entity designated above as the Responsible Party for payment of Subscription Fees (the "**Responsible Party**") shall pay to Vendor the fees set out above for each Service subscribed to by Client (the "**Subscription Fees**") and all other fees and amounts required under this Agreement; provided, however, if the Responsible Party is an individual (for example, a Student User), the Subscription Fees and other fees and amounts are due and payable by the Responsible Party commencing on the Effective Date (which will be collected when the individual sets up his or her Account) and then annually thereafter during the Term. Unless specifically provided otherwise in this Agreement, all Subscription Fees and other fees and amounts are non-cancelable and the sums paid nonrefundable. In the event this Agreement does not specify who is responsible for payment of the Subscription Fees and other fees and amounts, then Client shall be responsible for, and shall timely pay to Vendor, the Subscription Fees for the Services and other fees and amounts required under this Agreement. In the event Client designates Student Users or Faculty Users to be responsible for and pay any Subscription Fees or other fees or amounts, (i) Client represents and warrants that Client is permitted under applicable law to require or designate the Student Users or Faculty Users to be responsible for and pay the Subscription Fees and other fees and amounts; and (ii) Vendor shall have no obligation to provide, make available, or permit use of, any Services to the Student User or Faculty User until all Subscription Fees and other fees and amounts are paid in full.
- b. If Client is responsible for payment of any Subscription Fees or other fees or amounts, Vendor will transmit to Client a written invoice for all Subscription Fees and other fees and amounts due hereunder, to the address set out above for invoicing, or such other address as provided in writing by Client. Client shall pay to Vendor, in U.S. Dollars, all Subscription Fees and other fees and amounts listed in each invoice within fifteen (15) days after the date of the invoice, without reduction, deduction, or withholding of any amount. Vendor has the right, in its sole discretion, to suspend any or all Services in the event of Client's failure to timely pay any invoiced Subscription Fees or other amounts owed by Client to Vendor.
- c. All Subscription Fees and other amounts are exclusive of all taxes, duties, tariffs, and similar fees, assessments, obligations, or charges imposed on or in connection with, or measured by, the Services or other transaction contemplated by this Agreement, now in force or enacted or assessed in the future. Client or, in the event the Responsible Party is an individual, the individual, will be responsible for payment of all such taxes, duties, tariffs, and similar fees, assessments, obligations, and charges, except for taxes based on Vendor's net income, capital gains, or employee withholdings. In the event Client is exempt under applicable law from the payment of any applicable taxes, Client must deliver to Vendor, on or before the Effective Date and upon request by Vendor, a copy of Client's current and valid tax-exemption certificate or other evidence satisfactory to Vendor of Client's exemption from applicable tax obligations.

7. **Documentation:** Subject to the confidentiality provisions of this Agreement, Client may use the Documentation solely as necessary to support Client's and its Authorized User's internal business use of the Services in accordance with the terms of this Agreement.

8. **Obligations of Client and Authorized Users:** Client, on behalf of itself and each Authorized User, agrees as follows:
- a. In accessing and using the Services, Client and each Authorized User shall comply with all applicable laws, rules, and regulations, including, without limitation, the FCRA, the Family Educational Rights and Privacy Act, laws governing the security, privacy, use, disclosure, storage, and destruction of personally identifiable information, and other laws applicable to the protection of Student User Information, Faculty User Information, and Authorized User Information.
  - b. Client is responsible and liable for: (i) each Authorized User's access to and use of the Services, including, without limitation, unauthorized conduct by any Authorized User and any violations by any Authorized User of this Agreement or any other document, instrument, certification, or agreement executed or agreed to by the Authorized User in connection with use or access of the Services; and (ii) any access to or use of the Services through Client's Account or any Account of any Authorized User, whether such access or use was authorized or unauthorized.
  - c. Vendor, in its sole discretion, may discontinue, disable, or suspend Client's or any Authorized User's, Student User's, Faculty User's, or any Affiliated Unit's right and ability to access and use the Services, including the suspension or deletion of any Account or any feature thereof, or removal of any content, document, or information, in circumstances where there is, in Vendor's reasonable discretion, an actual or threatened breach of this Agreement or misuse of the Services, or Vendor reasonably determines that any action of Client, any Authorized User, any Faculty User, any Student User, or any Affiliated Unit may cause liability, harm, or damage (including, without limitation, harm to Vendor's reputation) to Vendor, any other person or entity, or Vendor's system, servers, network, data, information, or Services.
  - d. Vendor may at any time delete, terminate, remove, or modify any of the Services, in whole or in part, including, without limitation, any aspect, component, tool, feature, or function of the Services. If any such deletion, termination, removal, or modification to the Services materially and substantially diminishes the functionality of one or more of the Services subscribed to by Client, Client may within thirty (30) days after such deletion, termination, removal, or modification cancel Client's subscription for the Service or Services which were materially and substantially diminished and receive a refund of a pro-rata portion of the Subscription Fees paid by Client to Vendor for such deleted, terminated, removed, or modified Service for the subscription year then in effect, such pro-rata refund to be based on the number of weeks remaining in such subscription year. Vendor may at any time provide programming fixes, updates, and new versions to the Services, in its sole discretion.
  - e. In no event shall Client, any Affiliated Unit, or any Authorized User input, upload, transmit, publish, or disclose, or permit, authorize, cause, require, or request any other individual, entity, or organization to input, upload, transmit, publish, or disclose, on, to, or through the Services any Protected Health Information. All documents, records, reports, data, and information uploaded, transmitted, published, entered, or disclosed on, to, or through any Service are provided, made available, and stored "AS IS," and Vendor makes no, and expressly disclaims all, representations, guaranties, and warranties, express or implied, and all liability or responsibility, regarding the completeness, compliance, accuracy, truthfulness, content, or validity of any such records, documents, reports, data, or information.
  - f. Client shall not sell, assign, rent, lease, distribute, license, export, import, act as a service bureau, intermediary or provider, create a commercial service or product based on, or otherwise grant rights to third parties with regard to, the Services or any website, software, intellectual property, platform, solution, product, service, network, or system of Vendor, or any data, information, reports, or records provided or made available or accessible to Client through any Service.
  - g. Client shall not undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, data mining, decompiling, disassembling, or hacking of the Services, any website, software, intellectual property, platform, solution, product, service, network, code, or system of Vendor, or any data, information, reports, or records provided or made available or accessible through any Service. Client shall not, without Vendor's prior written consent, (i) share non-public Documentation or Service features, functions, tools, or content with any third party; or (ii) access or use the Documentation or Services, or any feature, function, component, code, software, or other intellectual property contained therein or part thereof in order to, directly or indirectly through any other person, entity, or organization, build a competitive product or service, to build a product or service using similar ideas, features, functions,

software, platform, or graphics as the Services, or to copy any ideas, features, functions, software, or graphics of the Services.

- h. Client agrees that it shall not, and it shall cause each of its Authorized Users to not, (i) disclose, provide, or transmit to any third party not specifically authorized in writing by Vendor any username, password, or other log-in credential to the Services, any website, software, intellectual property, platform, solution, product, service, network, or system of Vendor, or any data, information, reports, or records provided or made available or accessible through the Services; or (ii) permit, authorize, or enable any third party not specifically authorized in writing by Vendor to access or use the Services or any website, software, intellectual property, platform, solution, product, service, network, or system of Vendor, or any data, information, reports, or records provided or made available or accessible through the Services. In the event that any password, username, or other log-in credential of Client or any Authorized User is compromised, accessed, obtained, or disclosed to or by any unauthorized person, entity, or otherwise, or Client or any of its employees, representatives, contractors, or agents become aware of any unauthorized access to the Services, any website, software, intellectual property, platform, solution, product, service, network, or system of Vendor, or any data, information, reports, or records provided or made available or accessible by Vendor, Client immediately shall notify Vendor orally and in writing. If any individual ceases to be an Authorized User or no longer is authorized by Client to access or use the Services or possess a username, password, or other log-in credentials, such individual immediately shall cease accessing and using the Services, username, password, and log-in credentials, and Client immediately shall notify Vendor in writing and orally to cancel the password, username, and other log-in credentials of such individual. Vendor retains the right at any time, for any reason or no reason, to change any username, password, or other log-in credential, or to suspend or terminate access to or use of the Services, any website, software, intellectual property, platform, solution, product, service, network, or system of Vendor, or any data, information, reports, or records provided or made available or accessible. Client shall be fully responsible and liable for any activity occurring using any username, password, or other log-in credentials provided to, created, or obtained by Client or any of its employees, representatives, contractors, or agents.
  - i. Client shall not use or attempt to use the Services or Vendor's system, network, or websites for any fraudulent, unlawful, improper, unauthorized, harassing, or abusive purpose, as determined by Vendor in its sole discretion, including but not limited to: (i) violating any law, rule, or regulation; (ii) posting, disclosing, uploading, or transmitting content that Client does not have the right to post, disclose, upload, or transmit, such as content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right; (iii) posting, disclosing, uploading, or transmitting content that is untrue, harassing, defamatory, abusive, obscene, hateful, derogatory, or otherwise objectionable as determined in Vendor's sole discretion; (iv) attempting to intercept, collect, transmit, disclose, or store data or information about third parties without their knowledge or consent; (v) attempting to probe, scan, or test the vulnerability of any system, server, computer, or network or to breach security or authentication measures; (vi) using or triggering spiders, bots, crawlers, or any other device, code, or mechanism to search or collect data or information from or about others, including Vendor, in an automated manner (including, without limitation, on or through the Services or any Vendor system, server, network, or website); (vii) sending or attempting to send unsolicited messages such as "spam", "chain mail" or "junk mail"; (viii) engaging in identity theft or other computer fraud; (ix) sending a "virus" to or overloading the Services or Vendor's servers, system, or network, or using it or them for a denial of service attack; (x) transmitting an excessively high volume of data or information, as determined in Vendor's sole discretion; or (xi) scraping or collecting data or information from or about others.
  - j. If Vendor suspects violations of any of the above or any other term or condition in this Agreement, it may take whatever steps are necessary or desirable, in Vendor's sole discretion, including commencing legal action, terminating or suspending access to the Services without notice, and cooperating with law enforcement authorities. Vendor reserves the right to use means designed to assist Vendor in identifying or tracking activities that Vendor considers to be illegal or a violation of this Agreement.
9. **Communication Using the Services:** Using the Services may enable Client, Authorized Users, Faculty Users, Student Users, and others to communicate with each other. Client and each Authorized User agree that Vendor is only a provider of the Services and not a party to or in control of the communications and interactions between or among Client, any Authorized User, Faculty User, Student User, or any other person, or other third parties with whom they communicate or link to by means of the Services. Client, the Authorized Users, Faculty Users, Student Users, and other users are responsible for the hardware, connectivity, web access, and other software necessary to access and use the Services. Web access to the Services is subject to unavailability and

interruption, including due to emergencies, third party service failures, transmission problems, equipment or network problems, interference, or maintenance and repair. Vendor and its affiliates are not responsible or liable for data or messages lost, not delivered, delayed, or misdirected because of interruptions or performance issues. Vendor does not warrant the network speed nor the accuracy and timeliness of data sent or received, and does not provide virus protection or similar anti-piracy or anti-intrusion protection for the computer of Client, any Authorized User, Faculty User, Student User, or other user. Vendor does not guarantee that any transmissions or communications using the Services will be private or secure. Client and Authorized Users are responsible for taking such precautions and providing such security measures that are deemed necessary for communications and transmissions to be more private or secure (for example, by not using public access terminals or unfamiliar wifi networks). Client and each Authorized User acknowledge and understand that the content of the communications exchanged by, between, or among Client, Authorized Users, Faculty Users, Student Users, or others by use of the Services is entirely the responsibility of the person from whom such content originated. Vendor will not be liable or responsible for any type of communications transmitted by means of the Services. Vendor may send communications about the Services, such as scheduled downtime, maintenance, notices, and upgrade features, to Client, Authorized Users, Faculty Users, Student Users, and others via the Accounts, email addresses, or other contact information provided to Vendor or Administrators during registration.

**10. Representations and Warranties:**

- a. Client represents and warrants to Vendor that (i) Client has the full right, power, and authority, and has taken all corporate, board, company, or other required actions necessary, to enter into, execute, and perform its obligations under this Agreement; (ii) it has accurately identified itself and it has not provided any inaccurate information about itself or any Authorized Users to Vendor or to or through the Services; (iii) this Agreement is the valid, legal, and binding obligation of Client, enforceable against Client in accordance with the terms and conditions of this Agreement; (iv) each Authorized User is authorized by Client to use the Services and access the data and information accessible on or through the Services; (v) Client will require that each Authorized User comply with the terms of this Agreement; and (vi) Client and each Authorized User will use the Services in compliance with this Agreement and all applicable laws, rules, regulations, and policies.
- b. Vendor represents and warrants to Client that: (i) Vendor has full right, power, and authority, and has taken all corporate action necessary, to enter into and perform its obligations under this Agreement; and (ii) this Agreement is the legal, valid, and binding obligation of Vendor, enforceable against Vendor in accordance with the terms and conditions of this Agreement.
- c. Vendor further represents and warrants to Client that Vendor is the owner of the Services, or the recipient of a valid right or license thereto, that the Services (when used by Client within the scope of, and in accordance with, this Agreement) do not infringe the intellectual property rights of any third-party, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Vendor's representations and warranties in the preceding sentence do not apply to use of the Services in combination with hardware or software not provided by Vendor. In the event of a breach of the representation or warranty in this subsection 10(c), Vendor, at its own expense and in its discretion, will take one or more of the following actions: (i) secure for Client the right to continue using the Services to which Client subscribed; (ii) replace or modify the Services to make it or them non-infringing; or (iii) terminate the infringing Services or features, functions, tools, or components of the Service(s), or this Agreement, and refund to Client an equitable portion of any prepaid fees attributable to such Services or features, functions, tools, or components of the Service(s) in proportion to the portion of the Term left after such termination. In conjunction with Client's right to terminate for breach where applicable and notwithstanding anything to the contrary in this Agreement, the preceding sentence states Vendor's sole obligation and liability, and Client's sole remedy, for breach of the representations and warranties in this subsection 10(c) and for any alleged or actual intellectual property infringement by the Services.

**11. CB PAT Services Subscribers:** The provisions of this Section 11 apply only in the event that Client subscribes to CB PAT Services and such subscription is in effect.

- a. If Client is an educational institution, Client may designate up to four (4) Affiliated Units for which it may manage Student User or Faculty User, if applicable, onboarding, orientation, and related documents and/or requirements through the CB PAT Services, and may designate such Affiliated Units to have access to the CB PAT Services during the Term for purposes of accessing and reviewing Student User and, if applicable, Faculty User, documentation and information that is accessible through the CB PAT Services; provided,

however, access to and use of the CB PAT Services by any Affiliated Unit is subject to and conditioned upon execution by each Affiliated Unit of any agreements, documents, and certifications as may be requested by Vendor, and compliance by the Affiliated Unit with the terms and conditions of such agreements, documents, and certifications. All designations by Client of Affiliated Units to access the CB PAT Services shall be in writing delivered to Client. Any changes to the designated Affiliated Units may only be made if approved in writing by Vendor, which approval will be in the sole and absolute discretion of Vendor.

- b. Client may designate up to ten (10) documents/requirements (to be provided by Client, Faculty User, or Student User) for Student User or Faculty User (if applicable) uploading, review, or completion through the CB PAT Services per Affiliated Unit designated pursuant to this Section 11, subject to reasonable approval of Vendor of the document/requirement. To the extent Client purchased from Vendor background checks, drug tests, or immunization record review services with respect to a Student User or Faculty User, Vendor will make the background check report, drug test result, and immunization record review summary report available at Client's request, and Student User's or Faculty User's, as applicable, consent, through the CB PAT Services.
  - c. If Client is an educational institution and elects to designate more than four (4) Affiliated Units for which it may manage Student User or Faculty User, if applicable, onboarding, orientation, and related documents and/or requirements through the CB PAT Services, and/or to have access to the CB PAT Services during the Term, Client shall be responsible for and shall pay a fee of Five Hundred Twenty-Seven Dollars (\$527.00) for each additional Affiliated Unit designated for document management through the CB PAT Services or access to the CB PAT Services pursuant to this Section 11.
  - d. If Client elects to designate more than ten (10) documents/requirements for Student User or Faculty User uploading, review, or completion through the CB PAT Services per Affiliated Unit designated pursuant to this Section 11, Client shall be responsible for and shall pay a fee for each additional document/requirement. The amount of the fee shall be determined based upon the type and complexity of the additional document/requirement, and is subject to Client's prior written approval.
12. **DISCLAIMER OF WARRANTIES: EXCEPT TO THE EXTENT SET FORTH IN SECTIONS 10(b) and 10(c) ABOVE OR AS OTHERWISE PROHIBITED BY APPLICABLE LAW, CLIENT, ON BEHALF OF ITSELF AND ALL AUTHORIZED USERS, ACCEPTS THE SERVICES "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, AND VENDOR HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (OTHER THAN TO THE EXTENT SET FORTH IN SECTIONS 10(b) and 10(c) ABOVE OR AS OTHERWISE PROHIBITED BY LAW), EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, OR ANY WARRANTY REGARDING QUALITY OR PERFORMANCE. EXCEPT AS OTHERWISE PROHIBITED BY APPLICABLE LAW, VENDOR FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, ACCURATE, COMPLETE, AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES VENDOR WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, NOR DOES VENDOR REPRESENT OR WARRANT THAT THE SERVICES ARE ABSOLUTELY SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION. THE PARTIES AGREE THAT THE PROVISIONS OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, AS ENACTED ANYWHERE, DO NOT APPLY TO THE AGREEMENT, AND ALL WARRANTIES THEREIN HEREBY ARE DISCLAIMED.**
13. **LIMITATION OF LIABILITY AND DAMAGES:**
- a. **EXCEPT AS OTHERWISE PROHIBITED BY APPLICABLE LAW, CLIENT, ON BEHALF OF ITSELF AND ALL AUTHORIZED USERS, AGREES THAT IN NO EVENT SHALL VENDOR, ITS AFFILIATES OR SUBSIDIARIES, ITS LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR CONTRACTORS BE LIABLE OR RESPONSIBLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR ANY OTHER FORM OF LIABILITY, EVEN IF VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE, AND EVEN IF CLIENT'S OR ANY**

**AUTHORIZED USER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, LOST PROFITS, DAMAGE TO REPUTATION, LOSS OF OPPORTUNITY, DAMAGES DUE TO INTERRUPTION OR COMPUTER FAILURE OR PECUNIARY LOSS) ARISING OUT OF THE AGREEMENT, OR THE PERFORMANCE OF, USE OF, ACCESS TO, OR INABILITY TO USE, THE SERVICES.**

- b. If applicable law limits the application of the provisions of this Section 13, Vendor's liability will be limited to the maximum extent permissible under applicable law. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Section 13 apply likewise to Vendor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, members, managers, consultants, and other representatives.
- c. Vendor does not accept and hereby disclaims any liability in relation to, and Client agrees that Vendor shall not be liable or responsible for, any direct or indirect damages caused by (i) the release or the absence of release of fixes, updates, or new versions of the Services or the modification, deletion, termination, removal, or addition of any of or to the Services including, without limitation, any aspect, component, tool, feature, or function of the Services; or (ii) the suspension or termination by Vendor of this Agreement, Client's subscription to any of the Services, any Account, or Client's, any Student User's, any Faculty User's, any Authorized User's, or any Affiliated Unit's right to access or use the Services, as provided in this Agreement.

**14. Indemnification:**

- a. Solely to the extent of Vendor's available insurance coverage, Vendor agrees to defend, indemnify, and hold harmless Client and its employees, directors, officers, representatives, and agents (but only in the employees', directors', officers', and agents' official capacities with Client, not in their capacities as consumers or individual users of Vendor's products, services, solutions, system, platform, website, or network) from and against any third-party claim, action, suit, or demand, and any damages, losses, settlements, judgment, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising thereunder (collectively, "**Third-Party Claims**") to the extent caused by any Data Breach experienced or suffered by Vendor that was caused by the negligence of Vendor or any employee of Vendor. Client shall: (A) promptly notify Vendor in writing of each Third-Party Claim; (B) give Vendor sole control over the defense and settlement of such Third-Party Claim, provided that Vendor consults with Client prior to any such settlement and that any such settlement contains the release of Client and its employees, directors, officers, agents, and representatives, and provided, further, that Vendor shall not enter into any settlement arrangement that includes (1) any admission of guilt or liability by Client or any of its employees, directors, officers, representatives, or agents, or (2) any obligation, restriction, limitation, or prohibition on Client or any of its employees, directors, or officers (other than the payment of money for which Vendor will, at the discretion of Client, directly pay or reimburse or indemnify Client and any of its employees, directors, officers, representatives, and agents), without the prior written consent of Client; and (C) cooperate in defense and settlement efforts of such Third-Party Claim. Any failure or delay in providing notice of a Third-Party Claim shall not adversely affect Client's or its employees', directors', officers', representatives', or agents' right to indemnification hereunder, except to the extent that such failure or delay has resulted in prejudice or harm to Vendor.
- b. To the extent permitted by applicable law, and solely to the extent of Client's available insurance coverage, Client agrees to defend, indemnify, and hold harmless Vendor and its employees, directors, officers, representatives, agents, data furnishers, and other service providers from and against any Third-Party Claims to the extent caused by any Data Breach suffered or experienced by Client that was caused by the negligence of Client or any employee of Client. Vendor shall: (A) promptly notify Client in writing of each Third-Party Claim; (B) give Client sole control over the defense and settlement of such Third-Party Claim, provided that Client consults with Vendor prior to any such settlement and that any such settlement contains the release of Vendor and its employees, directors, officers, representatives, agents, data furnishers, and other service providers, and provided, further, that Client shall not enter into any settlement arrangement that includes (1) any admission of guilt or liability by Vendor or any of its employees, directors, officers, representatives, agents, data furnishers, or other service providers, or (2) any obligation, restriction, limitation, or prohibition on Vendor or any of its employees, directors, officers, representatives, agents, data furnishers, or other service providers (other than the payment of money for which Client will, at the discretion of Vendor, directly pay or reimburse or indemnify Vendor and any of its employees, directors, officers, representatives, agents, data furnishers, or other service providers), without the prior written consent of Vendor; and (C) cooperate in

defense and settlement efforts of such Third-Party Claim. Any failure or delay in providing notice of a Third-Party Claim shall not adversely affect Vendor's or its employees', directors', officers', representatives', agents', data furnishers', or other service providers' right to indemnification hereunder, except to the extent that such failure or delay has resulted in prejudice or harm to Client.

15. **Insurance Coverage:** Each of Vendor and Client shall procure and maintain at its sole expense cyber liability insurance policies covering liabilities and damages associated with any Data Breach. Costs to be covered by this insurance policy shall include without limitation: (1) costs to notify individuals whose data was lost or compromised; (2) costs associated with third party claims arising from the Data Breach, including litigation costs or settlement costs; and (3) any investigation, enforcement or similar miscellaneous costs. Such insurance shall provide coverage up to Two Million and No/100 Dollars (\$2,000,000). Vendor and Client each shall be named as additional insured under the other party's insurance policies required under this Agreement. Vendor and Client shall furnish to each other certificates of such insurance and endorsements, which shall include a provision for a minimum thirty (30) days' notice to the other party prior to cancellation of or a material change in coverage.
16. **IP Rights:** Client (a) recognizes that all Services, networks, websites, systems, platforms, products, services, solutions, and software, and all interfaces, components, features, functions, tools, code (including, without limitation object code and source code), content, programming, tutorials, materials, graphics, documentation, information, modules, and other intellectual property, proprietary property, and trade secrets used or incorporated in, part of, made available to or useable by Client or its individual users in connection with using, procuring, or accessing, the Services (collectively, the "IP") are protected by copyright and other laws; (b) acknowledges and agrees that all right, title, and interest in and to any and all IP and IP Rights (as defined below) are and shall remain the exclusive property of Vendor or its licensors; (c) acknowledges and agrees that all right, title, and interest in and to any third party content that may be accessed through use of the IP or Services is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties; and (d) agrees that Vendor retains and owns all right, title, and interest in and to the IP, IP Rights, and Services. Nothing in this Agreement assigns or otherwise transfers any IP Rights to, or vests any IP Rights in, the Client. Client shall not take any action to jeopardize, limit, or interfere with the IP Rights. Client agrees not to remove, obscure, make illegible, or alter any notices or indications of the IP Rights or Vendor's rights and ownership thereof, whether such notice or indications are affixed on, contained in, or otherwise connected to any materials. Client acknowledges and agrees that Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Client or any individual provides to Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Client or any other individual. "IP Rights" means any and all intellectual property rights, including, but not limited to, copyrights, trademarks, service marks, and patents, regardless of whether registered, unregistered, capable of registration, or incapable of registration, as well as know-how and trade secrets, contained in, related to, part of, or arising from the IP or Services. "Feedback" means and refers to any suggestion, concept, or idea for improving or otherwise modifying the Services, IP, or any of Vendor's products, solutions, or services.
17. **Miscellaneous:**
  - a. **Notices.** Unless otherwise expressly provided herein, any notice or other communication required or given under this Agreement (including, without limitation, any Statement of Service) shall be in writing and shall be effective for any purpose (i) one (1) business day after deposit, with delivery or postage costs prepaid, and with guaranteed overnight delivery, with a nationally recognized commercial overnight delivery service, addressed to the address of the applicable party set out above or such changed address furnished to the other party in writing pursuant to this section, or (ii) three (3) business days after deposit, postage prepaid, with the U.S. Postal Service, priority mail, addressed to the address of the applicable party set out above or such changed address furnished to the other party in writing pursuant to this section. It is understood and agreed that this Section is not intended to govern the day-to-day business communications necessary between the parties in performing their duties, in due course, under the terms of this Agreement.
  - b. **Assignment.** Client may not assign, sublicense, or otherwise transfer or delegate this Agreement or any right or obligation in this Agreement without the prior written consent of Vendor. Vendor may assign this Agreement, or any of its rights or obligations under this Agreement, without prior consent, to any affiliate or subsidiary of Vendor or to the purchaser or successor of all or substantially all of Vendor's assets or business related to or used in any of the Services (whether by stock sale, merger, consolidation, asset sale, or otherwise). Vendor shall provide written notice to Client of any assignment under this subsection within thirty (30) days after the effective date of such assignment.

- c. **Independent Contractor.** It is agreed that the relationship between Vendor and Client is that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create between the parties hereto a joint venture or partnership, or an agency or employment relationship. It is agreed that Vendor is not an affiliate or employee of Client, and no representations shall be made by either party that would create an apparent agency, employment, joint venture, or partnership. Neither party shall have authority to act for the other in any manner to create obligations or debts that would be binding on the other. Neither party shall be responsible for any obligation or expenses whatsoever of the other, and neither party shall be responsible for any act or omission of the other or any employee of the other.
- d. **Construction.** The parties each acknowledge and agree that they were represented by counsel and that each of the parties understands the terms and conditions of this Agreement. Accordingly, it is the intention and agreement of the parties that the language, terms, and conditions of this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities in connection with the preparation of this Agreement. The headings used in this Agreement are intended for convenience only and shall not be considered part of the written understanding between the parties and shall not affect the construction of this Agreement. Except where the context otherwise requires, the word "or" is used in the inclusive sense. Terms for which meanings are defined in this Agreement shall apply equally to the singular and plural forms of the terms defined. Whenever the context may permit or require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The term "including" means including, without limiting the generality of any description proceeding such term. Each reference herein to a person shall include a reference to such person's heirs, successors, and permitted assigns. Unless otherwise specified, references to any agreement, instrument, or other document in this Agreement refer to such agreement, instrument, or other document as originally executed or, if subsequently varied, replaced, or supplemented from time to time, as so varied, replaced, or supplemented and in effect at the relevant time of reference thereto.
- e. **No Waiver.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.
- f. **Severability.** If any term, clause, or provision of this Agreement is held to be illegal, invalid, or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid, or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause, or provision other than to those as to which it is held illegal, invalid, or unenforceable, shall not be affected thereby, and each term, clause, or provision of this Agreement and the application thereof shall be legal, valid, and enforceable to the fullest extent permitted by law.
- g. **Governing Law.** The parties agree that, notwithstanding the principles of conflicts of law, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Agreement.
- h. **Conflict of Provisions.** In the event of any inconsistency or conflict between this Agreement, on the one hand, and any Schedule, Statement of Service, or other attachment to this Agreement, on the other hand, the provisions contained in this Agreement shall control unless the Schedule, Statement of Service, or other attachment expressly takes precedence.
- i. **Modifications and Final Agreement.** This Agreement, together with any attached or incorporated Statements of Service and Schedules, sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior agreements, understanding, promises, representations, whether written or oral, with respect thereto are superseded hereby. No revision, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by both parties.
- j. **Form of Signature.** This Agreement may be executed in duplicate originals. The parties agree that the duplicate originals of this Agreement are identical, and further agree that any fully executed original shall be admissible in any proceeding, legal or otherwise, without the production of another such original. This Agreement (including any duplicate original) may be executed in one or more counterparts for signature, each of which counterparts shall be deemed an original and valid instrument, but all of which counterparts together shall constitute one and the same instrument. The parties further agree that copies of signatures transmitted via electronic mail or facsimile, as well as electronic records and electronic signatures, are accepted, admissible, and enforceable to the fullest extent permitted by law.



- k. **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of Vendor and Client, and no other person shall have any right, benefit, or interest under or because of this Agreement. There are no third-party beneficiaries who are intended to benefit in any way from the terms and provisions of this Agreement.
  
- l. **Binding Effect.** The terms and provisions of this Agreement shall be binding against and shall inure to the benefit of each of the parties hereto and its respective successors and permitted assigns.
- m. **Force Majeure.** Neither party will be liable for any failure or delay in performance under this Agreement (other than for a delay in the payment of money due and payable hereunder) to the extent such failure or delay is caused by conditions beyond the reasonable control of and not the fault of the nonperforming party, including Acts of God, earthquakes, floods, fire, hurricanes, unusually extreme or severe weather, wars, insurrections, terrorism, riots, labor stoppage, criminal acts of third parties, network failures, system failures, or equipment failures, provided that the nonperforming party gives the other party prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
- n. **Survival.** The provisions of Sections 3, 6 (until all Fees have been paid to Vendor in full), 8, 12, 13, 14, 16, and 17 shall survive the expiration or termination of this Agreement.

Each of the Client and Vendor, intending to be legally bound, has caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

**VENDOR:**  
**Castle Branch, Inc.**

**CLIENT:**  
**Illinois Eastern Community College -  
 Olney Central College**

By: \_\_\_\_\_  
 Signature

By: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print or Type Name

\_\_\_\_\_  
 Print or Type Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

## ADDENDUM TO AGREEMENT

This Addendum to Agreement ("**Addendum**") is entered into by and between Illinois Eastern Community College - Olney Central College ("**Client**") and Castle Branch, Inc. ("**Vendor**"). Vendor and Client are parties to a Master Service Agreement, Service Agreement, CB Bridges Subscription Agreement, or other arrangement pursuant to which Vendor agreed to provide or make available to Client certain products or services (the "**Agreement**"). This Addendum is incorporated into and made an integral part of the Agreement.

- a. Client acknowledges that some or all of the products or services being procured or accessed under the Agreement may constitute "consumer reports," "consumer credit reports," or "investigative consumer reports" as such terms are defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and any regulations promulgated thereunder, as amended from time-to-time (collectively, the "**FCRA**") or applicable state or local laws (sometimes collectively referred to herein as "**consumer reports**"). Client shall not request or obtain, or permit its employees, agents, contractors, or representatives to request, access, or obtain, consumer reports or other information from Vendor for resale or transfer to, or use of, any other individual, entity, association, or organization unless specifically authorized by Vendor. All consumer reports and other information provided or otherwise made available by Vendor to Client or any other entity, organization, association, or individual in connection with the Agreement, the products or services, or otherwise are current only as of the date provided on the report or information. All "medical information", as defined under the FCRA (including, without limitation, immunization records), and any other records, information, or documents uploaded, input, or transmitted to Vendor by Client or any individual in connection with the products or services provided or made available under the Agreement, are provided, made available, and stored "AS IS," and Vendor makes no, and expressly disclaims all, representations and warranties, express or implied, regarding the completeness, accuracy, or validity of any such records, documents, or information. Client agrees that Vendor is not responsible or liable to Client or any other individual, entity, or organization for the record keeping practices of third parties, or errors or omissions in the records or information of third parties that is provided or made available to Client, including, but not limited to, the department of motor vehicles; county, state and federal courts; state repositories; state and regional prisons; local police stations; federal bankruptcy courts; federal civil courts; state medical boards; drug testing facilities or specimen collection sites; professional licensing organizations; and other local, state, and federal organizations and agencies.
- b. Client acknowledges that Vendor is not a law firm, is not providing legal advice to Client, and does not guarantee or warrant Client's compliance with applicable laws regarding Client's procurement, use, storage, disclosure, protection, or destruction of information or consumer reports. Vendor may make available to Client sample forms or other documents which may include, but are not limited to, sample consumer report disclosure forms, sample consumer report authorizations, sample pre-adverse action notices, and sample adverse action notices (collectively, "**Sample Forms**"). Client acknowledges and agrees that any Sample Forms that are provided or made available by Vendor are only samples and do not constitute legal advice. Vendor shall have no liability or responsibility regarding Sample Forms. Vendor expressly disclaims any warranties, representations, or responsibility or damages associated with or arising out of Sample Forms or any information contained therein. Client understands and agrees that it is Client's responsibility to consult with its own legal counsel regarding Client's compliance with federal, state, and local laws, rules, and regulations, specifically including, without limitation, the FCRA and any laws, rules, or regulations relating to the procurement, use, storage, disclosure, protection, and destruction of information or consumer reports.
- c. Client agrees to abide by all Ban the Box laws and other similar laws and regulations (including, without limitation, any prohibition or restriction on requesting or obtaining salary history information or criminal history information) and certifies that, if required under applicable law, it will not conduct a background check until after a conditional offer of employment has been

provided. Client accepts full and exclusive responsibility for complying with all such laws and for using the information and consumer reports it receives from Vendor in a legally acceptable fashion.

- d. Client agrees to take precautionary measures to protect the security and confidentiality of all consumer report or other information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination, and destruction of electronic and hard copy reports. Client agrees that (i) only authorized employees of Client whose employment duties involve the procurement or use of consumer reports will procure, access, or use consumer reports from Vendor; and (ii) all consumer reports obtained by Client will be kept confidential in accordance with all applicable laws and that no information from any consumer report will be disclosed except as permitted by law.
- e. Client represents, warrants, and certifies to Vendor that it is obtaining and using consumer reports from Vendor solely for employment purposes, which may include for the consumer's participation in an educational program with Client or participation in clinical, experiential, residency, or other education or degree requirements at Client's facility or a clinical program, which may be deemed "employment purposes" under the FCRA, and for no other purposes.
- f. With respect to each consumer report requested, obtained, accessed, or used by Client, Client agrees and certifies, and shall agree and certify as requested by Vendor, as follows: (i) no information from any consumer report will be used in violation of any applicable federal, state, or local equal employment opportunity law or regulation or other applicable law or regulation; (ii) Client made a clear and conspicuous disclosure in writing to the individual with respect to whom a consumer report is being procured, before Client procured or caused to be procured the consumer report or investigative consumer report, in a document that consists solely of the disclosure, that (1) a consumer report or investigative consumer report, if applicable (including information as to the consumer's character, general reputation, personal characteristics and mode of living, whichever are applicable), may be obtained by Client for employment purposes, (2) that, if applicable, the consumer report will include immunization records and other medical information to be used for employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for placement, accessing, teaching, or providing educational services at the facility, and (3) that the consumer has a right to, within a reasonable period of time after the receipt by the consumer of the disclosure, receive from Client a complete and accurate disclosure of the nature and scope of the investigation requested; (iii) the individual with respect to whom the consumer report or investigative consumer report is being procured authorized in writing the procurement of the consumer report or investigative consumer report by Client (including, if applicable, the procurement of immunization records or other medical information for use in employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for accessing, teaching, or providing educational services at the facility); and (iv) Client shall comply with all applicable laws, rules, and regulations relating to the procurement, use, storage, disclosure, privacy, confidentiality, security, or destruction of personally identifiable information or consumer reports, specifically including, without limitation, all applicable requirements of the FCRA. Client certifies and agrees that each time it orders or accesses a consumer report, it is reaffirming the above certifications.
- g. Prior to taking adverse action based in whole or in part on information contained in a consumer report provided by Vendor, Client shall, and hereby certifies to Vendor that it shall, provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, if the Client takes an adverse action based in whole or in part on such information, Client shall, and hereby certifies to Vendor that it shall, issue to the consumer a notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the FCRA. Before taking adverse action based on a criminal record the EEOC Criminal History Guidance

recommends performing an individualized assessment and/or other considerations and, if required by applicable law or regulation, Client agrees to perform an individualized assessment and/or other considerations before taking any adverse action based on a criminal record. To obtain a copy of the EEOC Criminal History Guidance please go to the following website: [http://www.eeoc.gov/laws/guidance/arrest\\_conviction.cfm](http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm).

- h. Client agrees that Vendor may, but shall not be obligated to, request copies of any and all written disclosures provided by Client to any consumer(s) and written authorizations executed or provided by any consumer(s) with respect to the procurement by Client from Vendor of services regarding such consumer(s). As soon as reasonably practicable following such request, but in no event later than ten (10) business days, Client shall provide to Vendor copies of all requested disclosures and authorizations. Vendor reserves the right to prepare and send, in its sole and absolute discretion, notices under Section 613 of the FCRA to applicable consumers.
- i. In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Client shall provide: (i) information about whether an investigative consumer report has been requested; (ii) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (iii) Vendor's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.
- j. Client certifies and acknowledges that it has received and reviewed the following Federal Trade Commission notices and rules, which can be located at the following web addresses:
  - i. Notice to Users of Consumer Reports: Obligations of Users under the FCRA  
<https://www.castlebranch.com/documents/obligations-of-users.pdf>
  - ii. Summary of Your Rights Under the FCRA  
<https://www.castlebranch.com/documents/summary-of-your-rights-under-the-FCRA.pdf>
  - iii. Remediating the Effects of Identity Theft  
<https://www.castlebranch.com/documents/remediating-the-effects-of-identity-theft.pdf>
  - iv. Disposal of Consumer Report Information and Records  
<https://www.castlebranch.com/documents/disposal-of-consumer-report-information-and-records.pdf>
- k. Regarding any consumer report, consumer credit report, or investigative consumer report obtained or accessed by Client about a resident of California, Client certifies to Vendor that, under the Investigative Consumer Reporting Agencies Act, California Civil Code Sections 1786 et seq. ("ICRA"), and the Consumer Credit Reporting Agencies Act, California Civil Code Sections 1785.1 et seq. ("CCRAA"), Client will do the following:
  - ii. Request and use consumer reports, consumer credit reports, and investigative consumer reports (collectively referred to in this subsection (k) as "**investigative consumer reports**") solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.
  - iii. When, at any time, any investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative consumer report may be obtained; (2) the permissible purpose of the investigative consumer report; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of the Consumer Reporting Agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.

- iv. When, at any time, investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request an investigative consumer report if the applicable consumer has authorized in writing the procurement of the investigative consumer report.
- v. Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any investigative consumer reports that are prepared. If the consumer wishes to receive a copy of the investigative consumer report, Client shall send (or contract with another entity to send) a copy of the investigative consumer report to the consumer within three business days of the date that the investigative consumer report is provided to Client.
- vi. Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the investigative consumer report, informing the consumer in writing of Vendor's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.

Each of Vendor and Client, intending to be legally bound, has caused this Addendum to be executed by its duly authorized representative.

**Castle Branch, Inc.**

**Illinois Eastern Community Colleges -  
Olney Central College**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Agenda Item #8F**

**Athletic Training Agreement – LTC**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: July 16, 2019  
RE: Crawford Memorial Hospital Athletic Training Services Contract

Crawford Memorial Hospital (CMH) has requested a renewal of the existing Athletic Training Services Agreement for an additional one-year period to cover academic year 2019-2020.

Lincoln Trail College has been extremely satisfied with the services provided by CMH under the existing agreement and LTC wishes to extend the agreement.

I ask the Board's approval of this extension of the Athletic Training Services Training Agreement with Crawford Memorial Hospital.

TLB/rs

Attachment

## ATHLETIC TRAINING SERVICES AGREEMENT

This ATHLETIC TRAINING SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2019 (the "Effective Date"), by and between CRAWFORD HOSPITAL DISTRICT (D/B/A CRAWFORD MEMORIAL HOSPITAL), an Illinois special district of government (hereinafter, "CMH"), and ILLINOIS EASTERN COMMUNITY COLLEGES (hereinafter, the "College") (each of CMH and the College, a "Party" and collectively the "Parties").

### **RECITALS**

WHEREAS, CMH and the College desire to have CMH provide certain athletic training services to Lincoln Trail College (hereinafter, "Lincoln Trail Campus"), as set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and other terms and conditions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

1.1 CMH Athletic Trainers. CMH shall provide to College one or more of CMH's employed licensed athletic trainers (the "Athletic Trainer(s)") to perform the Services (as defined below). CMH may, in its sole discretion, utilize one or more student trainees who shall operate under the supervision of the Athletic Trainer(s)

1.2 Term and Termination. The term of this Agreement shall begin on the Effective Date, shall continue for a period of one (1) year, and shall automatically renew for like terms unless earlier terminated earlier by either Party. Either Party may, with or without cause and for any reason whatsoever, terminate this Agreement with thirty (30) days written notice to the other Party.

1.3 Services. During the term of this Agreement, Athletic Trainers shall perform for Lincoln Trail Campus the services listed in Schedule A ("Services"). CMH shall use commercially reasonable efforts to satisfy its obligations under this Agreement and shall keep the College informed on a regular basis as to CMH's ability to staff the events listed in Schedule A. College's sole remedy for any Athletic Trainer's failure to meet College's expectations regarding the provision of the Services is to notify CMH and request a replacement Athletic Trainer or to terminate this Agreement.

1.4 Consideration. Upon execution of this Agreement and at the commencement of each renewal term, College shall pay to CMH the sum of **SEVEN THOUSAND AND 00/100 DOLLARS (\$7,000.00)**. In the event either Party terminates this Agreement before the expiration of the initial term or any renewal term, any moneys already paid to CMH for Services not performed shall be promptly reimbursed to the College in such amount as the Parties mutually agree.

1.5 Relationship of the Parties. In the exercise of their respective rights, and the performance of their respective obligations hereunder, the Parties are, and will remain, independent contractors. Nothing in this Agreement will be construed to constitute the Parties as partners, or principal and agent for any purpose whatsoever. Neither Party will bind, or attempt to bind, the other Party to any contract or other obligation, and neither Party will represent to any third party that it is authorized to act on behalf of the other Party to this Agreement. Athletic Trainers are the employees of CMH and not the College.

1.6 Notices. Any notice, request, instruction, or other document to be given hereunder by a Party shall be in writing and shall be deemed to have been given (a) when



received, if given in person or by courier or a courier service, (b) on the date of transmission, if sent by facsimile or other wire transmission (receipt confirmed), or (c) five business days after being deposited in the mail, certified or registered, postage prepaid:

If to CMH:	If to the College:
Crawford Hospital District	Illinois Eastern Community Colleges
d/b/a Crawford Memorial Hospital	Lincoln Trail College
1000 North Allen Street	11220 State Highway 1
Robinson, Illinois 62454	Robinson, Illinois 62454-5707
Facsimile: (618) 546-2682	Facsimile: (618) 544-4705
Attention: Chief Executive Officer	Attention: Athletic Director

1.7 Indemnification. The Parties agree to defend, hold harmless and indemnify each other, their directors, officers and members from and against any and all losses, damages, claims, demands, suits, actions, expenses and liabilities, including reasonable attorneys' fees and expenses, associated therewith or with successfully establishing the right to indemnification hereunder, which arise out of, in connection with or result from any claim, action or other proceeding, that is based on: (i) the negligent actions or omissions of the indemnifying Party; and (ii) either Party's breach of any of the representations, warranties or covenants contained in this Agreement.

1.8 Confidentiality. The Parties shall comply with all federal and state laws pertaining to medical record confidentiality and disclosure. To the extent, and for so long as required, the Parties represent that they shall make all reasonable efforts to comply with the provisions of 42 U.S.C. § 1171, *et. seq.* enacted by the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder all amended from time to time, including but not limited to the requirement for a business associate agreement, if applicable.

1.9 Access to Books and Records. The Parties agree that they will allow the Comptroller General of the United States, Health and Human Services, and their duly authorized representatives, access to the contracts, books, documents, and records of both Parties until the expiration of four (4) years after the services are furnished under this Agreement. The access will be provided for in accordance with the provisions of 42 CFR § 420.302 and related regulations. Furthermore, the Parties agree that if any of the value or cost of any work provided by a subcontractor of one Party to the other Party for any twelve (12) month period has a value of Ten Thousand and 00/100 Dollars (\$10,000) or more, the subcontractor will be required to sign a similar agreement to make its books and records available for such four (4) year period of time. The Parties further agree they will adhere to the Illinois Local Records Act, 55 ILCS 205/1, *et. seq.* and any other applicable legal requirement(s).

1.10 Tax Exempt Status. In the event the performance by either Party of any term, covenant, condition or provision of this Agreement should jeopardize CMH's tax exempt status, license, ability to participate in Medicare or Medicaid, or an accreditation by the Joint Commission on Accreditation of Healthcare Organizations or any other state or nationally-recognized accreditation organization, or violate any statute, regulation, ordinance, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, CMH may at its option terminate this Agreement immediately.

1.11 Miscellaneous Provisions. (i) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any prior understandings, agreements, or representations by the Parties, written or oral, to the extent they relate in any way to the subject matter hereof; (ii) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign any of its rights or obligations hereunder, directly or indirectly, without the prior written consent of the other Party; (iii) No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party; (iv) No waiver by a Party of any provision of this Agreement or any default hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default; (v) This Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Illinois, and any dispute arising from this Agreement shall be venued in the state and federal courts of Crawford County, Illinois; (vi) This Agreement shall not confer any rights or remedies upon any person (including Athletic Trainer or any replacement employee) other than the Parties; (vii) The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement; (viii) This Agreement may be executed using counterparts and shall be fully effective and enforceable upon exchange of such executed counterparts by facsimile or electronic transmittal; (ix) Each Party warrants and represents by its execution of the Agreement that it has full power and authority to enter into this Agreement, and this Agreement was adopted by its respective bodies with power to adopt upon proper resolution and vote at a meeting duly and lawfully called and with power to consider this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first above written.

CRAWFORD HOSPITAL DISTRICT  
(D/B/A CRAWFORD MEMORIAL HOSPITAL)

ILLINOIS EASTERN COMMUNITY COLLEGES  
LINCOLN TRAIL COLLEGE

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **SCHEDULE A SERVICES**

Subject to the conditions set forth in the Agreement, CMH will provide athletic training services to College at the Lincoln Trail Campus consistent with the Illinois Athletic Trainers Practice Act, 225 ILCS 5/1, *et. seq.*, as amended from time to time. Examples of the Services that may be provided include to the extent applicable:

- A. Selection, fitting, and maintenance of protective equipment;
- B. Assistance to the coaching staff in the development and implementation of conditioning programs;
- C. Counseling of athletes on nutrition and hygiene;
- D. Inspection of athletic training and playing facilities, equipment and supplies;
- E. Coordination with a licensed physician(s) to provide:
  - (i) pre-competition physical exam and health history updates,
  - (ii) game coverage or phone access to a physician or paramedic,
  - (iii) on-site and follow-up injury care,
  - (iv) reconditioning programs, and
  - (v) assistance on other matters pertaining to the health and well-being of athletes.
- F. With a physician, determination of when an athlete may safely return to full participation post-injury; and
- J. Maintenance of records of athletic injuries and treatments rendered.

Services shall be provided at the following events, listed in order of priority<sup>1</sup>:

- Home game coverage for women's soccer, men's and women's basketball, baseball, volleyball and softball.
- Weekday Athletic Training Room Coverage for a minimum of two (2) hours on non game coverage weekdays and one (1) hour on game coverage weekdays.
- Post-season tournament(s) coverage hosted at the Lincoln Trail Campus

College will provide:

- Basic athletic training supplies such as tape, pre-wrap, bandages, AED, etc.

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<sup>1</sup> Should events overlap, CMH shall determine, in its sole discretion, which event shall be staffed. In the event of Athletic Trainer's inability to attend a scheduled event, whether due to injury or illness or for any other reason, CMH will promptly notify College.

**Agenda Item #8G  
Affiliation Agreements**

**Fairfield Memorial Hospital – Phlebotomy – IECC**

**Christopher Rural Health Planning Corporation – Phlebotomy – IECC**

**Harsha Behavioral Center – Associate Degree Nursing - IECC**

**Crawford Memorial Hospital – Medical Coding, Medical Office Assistant,  
Medical Transcription, and Health Information Technology – OCC**

MEMORANDUM

TO: Board of Trustees  
FROM: Marilyn Holt  
DATE: July 16, 2019  
RE: Affiliation Agreements

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

IECC wishes to enter into an affiliation agreement with the following facilities:

Fairfield Memorial Hospital – Phlebotomy – IECC  
Christopher Rural Health Planning Corporation – Phlebotomy – IECC  
Harsha Behavioral Center – Associate Degree Nursing - IECC  
Crawford Memorial Hospital – Medical Coding, Medical Office Assistant, Medical  
Transcription, and Health Information Technology – OCC

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

MH/rs

Attachment

**AFFILIATION AGREEMENT  
BETWEEN**

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

**FRONTIER COMMUNITY COLLEGE**

**LINCOLN TRAIL COLLEGE**

**OLNEY CENTRAL COLLEGE**

**WABASH VALLEY COLLEGE**

**AND**

**FAIRFIELD MEMORIAL HOSPITAL**

**303 NW 11th Street**

**Fairfield, IL 62837**

THIS AGREEMENT made and entered into this 16th day of July, 2019, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and FAIRFIELD MEMORIAL 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 16th day of July, 2019.

FAIRFIELD MEMORIAL HOSPITAL  
303 NW 11TH STREET  
FAIRFIELD, IL 62837

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529,

\_\_\_\_\_  
Director of Medical Laboratory Services

\_\_\_\_\_  
Chairman, IECC Board of Trustees

\_\_\_\_\_  
Kathy Bunting-Williams, PhD, RN, MSN  
Chief Executive Officer

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

Adopted 6-2005



AFFILIATION AGREEMENT  
BETWEEN  
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

FRONTIER COMMUNITY COLLEGE

LINCOLN TRAIL COLLEGE

OLNEY CENTRAL COLLEGE

WABASH VALLEY COLLEGE

Phlebotomy Program

AND

CHRISTOPHER RURAL HEALTH PLANNING CORPORATION

4241 IL-14

Christopher IL 62822

618-984-2695

THIS AGREEMENT made and entered into this 16th day of July, 2019 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Frontier Community College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and CHRISTOPHER RURAL HEALTH PLANNING CORPORATION (hereinafter referred to as AGENCY), which includes the following locations:

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

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

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

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

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

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

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

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

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

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

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 16th day of July, 2019.

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

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

\_\_\_\_\_  
Administrator, Hospital or Agency

\_\_\_\_\_  
Chairman, IECC Board of Trustees

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

Adopted 6-2005

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
OLNEY CENTRAL COLLEGE ASSOCIATE DEGREE NURSING PROGRAM  
FCC - LTC - OCC - WVC**

**AFFILIATION AGREEMENT**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of July, 2019,

by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529,  
FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL  
COLLEGE and WABASH VALLEY COLLEGE, for its Associate Degree Nursing Program  
(hereinafter referred to as DISTRICT #529) and Harsha Behavioral Center, 1980 E. Woodsmall  
Agency

Drive, Terre Haute, IN 47802 (hereinafter referred to as AGENCY:  
(City) (State)

WITNESSETH THAT:

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

WHEREAS, the AGENCY has agreed to make its facilities available to the nursing 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 of patient care for observation and participation by the students and faculty of the DISTRICT #529, Associate Degree Nursing 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 Department Head of the Associate Degree Nursing Program on behalf of DISTRICT #529 and the Administrator, and the Director of Nursing 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 will be responsible for the teaching and guidance of the students in the clinical nursing laboratory practice, and will be available to the nursing students.

The specific assignment of learning experiences to specific students will be made and arranged by the Nursing Faculty on behalf of DISTRICT #529, in consultation with the Head Nurse, Supervisor or Coordinator on behalf of the AGENCY. Nursing Faculty assumes full responsibility and supervision of the nursing students during their laboratory experience in the AGENCY.

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 Nursing Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of nursing care and safeguard of patients assigned to students. The AGENCY nursing personnel will retain full and final decisions for patient care assigned to nursing 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.

Nursing students and Nursing 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 of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Nursing Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Faculty member of DISTRICT #529 participating in the program will arrange with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing Faculty member to any clinical area.

7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.

8. The AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the Director of Nursing Service, on behalf of the AGENCY, and by the A.D. Department Head and/or Associate Dean, on behalf of DISTRICT #529.

9. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

10. 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.

11. Nursing Faculty and nursing students shall be covered by occurrence type professional liability insurance in the amount of one million (\$1,000,000) per occurrence and five million (\$5,000,000) annual aggregate prior to any assignment for practice at the AGENCY.

12. The AGENCY will supply dressing rooms and space for storage of clothing not in use while students are practicing at the AGENCY, and conference room facilities for use of faculty and students.

13. A review of the agreement will be made every three years. Either party hereto may terminate this AGREEMENT by at least one semester's written notice to the other party. All students enrolled in DISTRICT #529's Associate Degree Nursing 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 nursing 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 \_\_\_\_\_, \_\_\_\_\_.

HARSHA BEHAVIORAL CENTER

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529, OLNEY CENTRAL COLLEGE

Lincoln Trail College

\_\_\_\_\_  
Vice President or  
Director of Nursing Services

\_\_\_\_\_  
Department Head of Nursing, ADN Program

\_\_\_\_\_  
Associate Dean of Nursing & Allied Health

\_\_\_\_\_  
Administrator, Hospital or Agency

\_\_\_\_\_  
President, Olney Central College

\_\_\_\_\_  
Chairperson, 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.

Revised: 08/02/89; 8/25/92  
08/17/94; 10/05/94;  
12/12/94; 10/2000; 7/04; 5/16  
Reviewed: 04/28/97; 10/08

## **AFFILIATION AGREEMENT**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between Crawford Memorial Hospital, located at 1000 North Allen, Robinson, IL 62454 (hereinafter referred to as the "HOSPITAL") and Olney Central College located at 305 N West Street, Olney, IL 62450 (hereinafter referred to as "COLLEGE"), on behalf of its

Medical Coding, Medical Office Assistant, Medical Transcription, and Health Information Technology Programs.

### **I. FACULTY, STAFF AND APPOINTMENTS**

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

### **II. STUDENTS**

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

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

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

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

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

### III. NOTIFICATION OF COLLEGE STUDENTS

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

### IV. INDEMNIFICATION

To the extent permitted by applicable law and without waiving any defenses, University shall indemnify and hold harmless Host Agency and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the University or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Host Agency shall indemnify University against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by University in defending or compromising actions brought against University arising out of or related to the Host Agency's performance of duties hereunder.

### V. RESPONSIBILITIES

RESPONSIBILITIES of the COLLEGE. The COLLEGE will:

- A. Appoint a qualified faculty member to be responsible for assignment and guidance, of all student clinical experiences and to act as liaison between the HOSPITAL and the COLLEGE.
- B. Confer with HOSPITAL so that COLLEGE and HOSPITAL make a mutual determination with regard to the assignment of particular students to the HOSPITAL, the number of students to be assigned, and the inclusive dates of the students' assignments.



- C. Require each student participating in the program to provide liability insurance coverage for professional malpractice with a limit of one million and no/100 (\$1,000,000) dollars for injury or damage to any one person and a limit of three million and no/100 (\$3,000,000) dollars for injury or damage arising from any one accident (in Indiana, \$250,000/\$750,000, according to the Patient Compensation Fund of Indiana).
- D. Require COLLEGE faculty and students to abide by the terms of this Agreement, applicable federal, state and local laws, and standards of accrediting bodies as well as policies and regulations of the HOSPITAL, including dress code.
- E. Comply with, and require student and other employees, agents and representatives to comply with all applicable federal and state laws and regulations concerning patient privacy and confidentiality of health information, including without limitation the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).
- F. Withdraw any student or faculty from HOSPITAL who has been determined, by HOSPITAL, to be unacceptable for any reason, at any time. The HOSPITAL shall have the right to suspend a student immediately from clinical duties pending their formal withdrawal from the clinical program. The HOSPITAL may restrict the student to an observer role, pending either further investigation or a request for withdrawal from the HOSPITAL. The HOSPITAL agrees to cooperate fully in the investigation and resolution of the student’s status in the program, including the provision of written documentation of the student’s unsatisfactory performance.
- G. Withdraw any student from a rotation if there is a significant conflict between the student and HOSPITAL staff that would deter from the rotational experience.
- H. Provide the HOSPITAL with appropriate evaluation forms and instructions for their completion if applicable.
- I. Provide HIPAA / Confidentiality training to all students before clinical placement, and annually thereafter.

**RESPONSIBILITIES of the HOSPITAL. The HOSPITAL shall:**

- A. Have in place an exposure plan to implement in case of an accidental exposure to disease. The HOSPITAL and the COLLEGE shall educate students and faculty about the exposure plan. The HOSPITAL and the COLLEGE will also be responsible for education of students and faculty about universal precaution procedures while treating a patient and provide the student with a safe and clean

working environment, following all appropriate rules and regulations i.e.; OSHA, Joint Commission.

- B. Provide an orientation for students to the Facility, including relevant policies and procedures.
- C. Satisfy the requirements of all applicable laws, regulations and licensing or supervisory agencies and be responsible for informing staff of the student's capabilities and functions.
- D. Understand that this Agreement is nonexclusive, and that both parties reserve the right to enter into similar agreements with other institutions.
- E. Not provide money to the student in return for his/her participation at the Hospital.
- F. Understand that when applicable, patients/visitors shall be made aware that care is being provided by students. It is understood by all parties that patients have a right to refuse care rendered by students.
- G. Provide Emergency care to students, at the student's expense, for illnesses and accidents, occurring while the student is in training at the Hospital.
- H. Upon reasonable notice, permit the inspection by the COLLEGE or its accreditation agencies of the HOSPITAL facilities and the services available for clinical experience.
- I. Agrees to promptly inform the COLLEGE if significant problems of a personal or professional nature develop which require faculty attention, knowledge, or consultation.

**RESPONSIBILITIES of the STUDENT. The STUDENT will:**

- A. Students will not receive fees or salaries either in cash or kind, while serving as students at the HOSPITAL.
- B. Keep in force at all times during clinical assignment personal health insurance.
- C. Act professionally at all times when providing clinical services.
- D. Dress in a professional or appropriate manner, including COLLEGE ID and/or comply with the HOSPITAL's dress code.
- E. Always identify themselves as a student from the COLLEGE.

- F. Provide the best care possible for all patients/visitors/staff; Demonstrate recognition of and respect for patient rights and safety.
- G. Demonstrate awareness of professional limitations and will only perform activities assigned by and under the supervision of their PRECEPTOR.
- H. Adhere to the regulations and policies of the College Student Handbook and the regulations and policies of the HOSPITAL.
- I. Follow the rules and regulations of the clinic, hospital or other institutions in which he/she is placed.
- J. Maintain and respect patient confidentiality at all times. Information identifying the patient must be deleted prior to handing in required H&P's, case studies and assignments.
- K. Be punctual and notify the Program and PRECEPTOR of any absence.

#### VI. CONFIDENTIALITY OF PATIENT INFORMATION

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

## VII. MISCELLANEOUS

It is mutually agreed:

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

## VIII. TERM AND MODIFICATION OF THE AGREEMENT

- a. This Agreement shall come into effect on the date first written above and shall remain in effect for a term of two (2) years. Any party shall have the right to terminate this Agreement with thirty (30) days written notice of its intent to terminate. Students currently assigned to the HOSPITAL at the time of termination shall be allowed to complete the semester or quarter unless HOSPITAL requests the withdrawal of student under Article VII RESPONSIBILITIES OF the COLLEGE sub-paragraph G.

- b. This Agreement may only be modified by mutual written agreement by the parties, signed by duly authorized representatives of each of the parties. This Agreement supersedes any and all prior or contemporaneous agreements of affiliation for clinical education between the COLLEGE and HOSPITAL.

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

By \_\_\_\_\_  
Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

By \_\_\_\_\_  
Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

Crawford Memorial Hospital  
1000 North Allen  
Robinson, IL 62454

-----  
By \_\_\_\_\_  
COLLEGE

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

COLLEGE Contact Details of Department responsible for providing student document, upon request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Agenda Item #9**

**Bid Committee Report**

# BID COMMITTEE REPORT

July 16, 2019

## Frontier Community College

1. Bucket Truck

TO: Board of Trustees  
FROM: Bid Committee  
DATE: July 16, 2019  
RE: Bucket Truck

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

The Bid Committee recommends rejecting all bids at this time due to the specifications of the request for bids not being met.

<b>Bucket Truck</b>	
<b>Company</b>	<b>Total Bid</b>
Southwest Equipment Lewisville, TX	\$47,500 (2008)
Southwest Equipment Lewisville, TX	\$49,500 (2010)

Respectfully submitted,

Ryan Hawkins

Renee Smith

Department: CTE Leadership Grant.

Source of Funds: This bid is 100% funded through the US Department of Education Career and Technical Education-Basic State Grant as awarded by the Illinois Community College Board for \$50,000 with 0% of the cost of this solicitation financed by non-federal sources.

Rationale for Purchase: N/A.

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



**Specifications for Bucket Truck**

2010 or Newer Bucket Truck (in-stock) meeting the following specifications:

- Boom: 55 – 60 feet
- Material handler included
- Two-person bucket
- Gross Vehicle Weight Rating (GVWR): 28,000 – 33,000 lbs
- PTO Hours: Under 6,000
- Engine: Cummins ISB or ISC or Caterpillar
- Dielectric test must be current

Note: Following Board approval, bids will be awarded on July 16, 2019.

Please list your bids below:

Truck Year \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Bid \_\_\_\_\_

Truck Year \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Bid \_\_\_\_\_

Truck Year \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Bid \_\_\_\_\_

**All freight, delivery, municipal license and title charges are included in bid.**

Signature\_\_\_\_\_

Telephone #\_\_\_\_\_

Print Name\_\_\_\_\_

Fax #\_\_\_\_\_

Company\_\_\_\_\_

Date\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

This bid is 100% funded through the US Department of Education Career and Technical Education-Basic State Grant as awarded by the Illinois Community College Board for \$50,000 with 0% of the cost of this solicitation financed by non-federal sources.

***NOTE: PLEASE SUBMIT BID IN DUPLICATE***

**Agenda Item #10**

**District Finance**

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

<b>ILLINOIS EASTERN COMMUNITY COLLEGES</b>	
<b>DISTRICT #529</b>	
<b>TREASURER'S REPORT</b>	
<b>June 30, 2019</b>	
<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$6,665,099.02</b>
<b>Operations &amp; Maintenance</b>	<b>\$620,594.00</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>\$669,138.61</b>
<b>Bond &amp; Interest</b>	<b>\$106,751.30</b>
<b>Auxiliary</b>	<b>\$390,041.23</b>
<b>Restricted Purposes</b>	<b>(\$3,241.69)</b>
<b>Working Cash</b>	<b>\$92,680.92</b>
<b>Trust &amp; Agency</b>	<b>\$480,543.16</b>
<b>Audit</b>	<b>\$0.00</b>
<b>Liability, Protection &amp; Settlement</b>	<b>\$729,155.33</b>
<b>TOTAL ALL FUNDS</b>	<b>\$9,750,761.88</b>
<b>Respectfully submitted,</b>	
<b>Ryan Hawkins, Treasurer</b>	

<b>ILLINOIS EASTERN COMMUNITY COLLEGES</b>			
<b>Comparative Combined Balance Sheets - All Funds</b>			
<b>June 30, 2019 &amp; 2018</b>			
(Prior to the accrual run and year-end adjusting journal entries)			
		<b>ALL FUNDS</b>	
		<b>Fiscal</b>	<b>Fiscal</b>
		<b>Year</b>	<b>Year</b>
		<b>2019</b>	<b>2018</b>
<b>ASSETS:</b>			
CASH	\$	9,750,762	\$ 11,295,804
IMPREST FUND		21,300	21,300
CHECK CLEARING		12,500	12,500
CDB PROJECT TRUST		76,064	-
INVESTMENTS		19,150,000	17,590,000
RECEIVABLES		4,115,248	3,937,708
ACCRUED REVENUE		68,910	-
INTERFUND RECEIVABLES		150,066	189,229
INVENTORY		452,424	507,898
OTHER ASSETS		462,250	456,087
FIXED ASSETS (Net of Depr)		16,407,906	17,645,127
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>\$</b>	<b>50,667,430</b>	<b>\$ 51,655,653</b>
<b>LIABILITIES:</b>			
PAYROLL DEDUCTIONS PAYABLE	\$	188,340	\$ 223,634
ACCOUNTS PAYABLE		259,734	(4,692)
ACCRUED EXPENSES		-	-
INTERFUND PAYABLES		150,066	189,229
DEFERRED REVENUE		4,224,480	3,571,285
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
OTHER LIABILITIES		433,290	431,352
<b>TOTAL LIABILITIES:</b>		<b>27,855,161</b>	<b>29,265,687</b>
<b>FUND BALANCES:</b>			
FUND BALANCE		28,048,457	28,776,306
INVESTMENT IN PLANT (Net of Depr)		16,407,906	17,645,127
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)		(22,599,251)	(24,854,879)
RESERVE FOR ENCUMBRANCES		955,157	823,412
<b>TOTAL EQUITY AND OTHER CREDITS</b>		<b>22,812,269</b>	<b>22,389,966</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>\$</b>	<b>50,667,430</b>	<b>\$ 51,655,653</b>

ILLINOIS EASTERN COMMUNITY COLLEGES		
Combined Statement of Revenues, Expenses,		
and Changes in Net Assets		
For the Periods Ended June 30, 2019 & 2018		
(Prior to the accrual run and year-end adjusting journal entries)		
	FY 2019	FY 2018
	YEAR-TO-DATE	YEAR-TO-DATE
<b>REVENUES:</b>		
LOCAL GOVT SOURCES	\$ 7,399,414	\$ 7,041,412
STATE GOVT SOURCES	12,198,755	11,383,300
STUDENT TUITION & FEES	14,381,740	15,191,255
SALES & SERVICE FEES	3,085,811	3,257,155
FACILITIES REVENUE	31,678	18,024
INVESTMENT REVENUE	532,985	250,067
OTHER REVENUES	1,292,704	441,806
<b>TOTAL REVENUES:</b>	<b>38,923,087</b>	<b>37,583,019</b>
<b>EXPENDITURES:</b>		
INSTRUCTION	11,955,766	11,778,569
ACADEMIC SUPPORT	471,930	458,088
STUDENT SERVICES	1,712,547	1,614,311
PUBLIC SERV/CONT ED	14,051	2,530
OPER & MAINT PLANT	2,979,594	3,220,503
INSTITUTIONAL SUPPORT	9,008,522	8,152,064
SCH/STUDENT GRNT/WAIVERS	6,577,210	6,730,552
AUXILIARY SERVICES	5,353,522	4,534,142
<b>TOTAL EXPENDITURES:</b>	<b>38,073,142</b>	<b>36,490,759</b>
<b>TRANSFERS AMONG FUNDS:</b>		
INTERFUND TRANSFERS	-	-
<b>TOTAL TRANSFERS AMONG FUNDS:</b>	<b>-</b>	<b>-</b>
<b>NET INCREASE/DECREASE IN NET ASSETS</b>	<b>\$ 849,945</b>	<b>\$ 1,092,260</b>

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

(Prior to the accrual run and year-end adjusting journal entries)

College	Category	FISCAL YEAR 2017			FISCAL YEAR 2018			FISCAL YEAR 2019			% of Year
		Anticipated Budget	Spent Thru June	% of Bdgt	Anticipated Budget	Spent Thru June	% of Bdgt	Anticipated Budget	Spent Thru June	% of Bdgt	
Frontier	Bills		\$ 1,663,049			\$ 1,531,713			\$ 1,683,559		
	Payroll		2,207,293			2,210,782			2,225,131		
	Totals	\$ 4,089,274	3,870,342	95%	\$ 4,189,416	3,742,495	89%	\$ 4,550,604	3,908,690	86%	100%
Lincoln Trail	Bills		1,712,004			\$ 1,902,820			2,185,634		
	Payroll		2,250,085			2,410,969			2,398,213		
	Totals	\$ 4,198,705	3,962,089	94%	\$ 4,531,653	4,313,789	95%	\$ 4,788,234	4,583,847	96%	100%
Olney Central	Bills		2,052,724			2,226,830			2,353,305		
	Payroll		4,717,453			4,841,079			4,817,489		
	Totals	\$ 7,158,163	6,770,177	95%	\$ 7,303,330	7,067,909	97%	\$ 7,449,755	7,170,794	96%	100%
Wabash Valley	Bills		2,721,997			2,584,243			2,810,833		
	Payroll		3,250,991			3,139,445			3,208,712		
	Totals	\$ 6,124,837	5,972,988	98%	\$ 6,136,568	5,723,688	93%	\$ 6,236,897	6,019,545	97%	100%
Workforce Educ.	Bills		3,323,206			2,926,668			3,051,154		
	Payroll		1,411,220			1,234,591			1,203,265		
	Totals	\$ 5,106,047	4,734,426	93%	\$ 4,869,942	4,161,259	85%	\$ 4,258,339	4,254,419	100%	100%
District Office	Bills		291,479			309,219			324,186		
	Payroll		1,095,382			1,085,065			1,154,101		
	Totals	\$ 1,349,414	1,386,861	103%	\$ 1,614,463	1,394,284	86%	\$ 1,519,023	1,478,287	97%	100%
District Wide	Bills		1,523,347			1,708,499			1,870,690		
	Payroll		867,091			867,279			890,768		
	Totals	\$ 2,339,438	2,390,438	102%	\$ 2,705,152	2,575,778	95%	\$ 2,883,536	2,761,458	96%	100%
<b>GRAND TOTALS</b>		<b>\$30,365,878</b>	<b>\$29,087,321</b>	<b>96%</b>	<b>\$31,350,524</b>	<b>\$28,979,202</b>	<b>92%</b>	<b>\$31,686,388</b>	<b>\$30,177,040</b>	<b>95%</b>	<b>100%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**Operating Funds Expense Report**

**June 30, 2019**

(Prior to the accrual run and year-end adjusting journal entries)

	FY 2019		FY 2018		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Salaries	\$ 15,897,680	52.68%	15,789,209	54.48%	\$ 108,471
Employee Benefits	2,681,235	8.89%	2,474,612	8.54%	206,623	8.350%
Contractual Services	1,119,888	3.71%	872,627	3.01%	247,261	28.335%
Materials	1,526,342	5.06%	1,482,963	5.12%	43,379	2.925%
Travel & Staff Development	232,145	0.77%	218,600	0.75%	13,545	6.196%
Fixed Charges	137,131	0.45%	133,496	0.46%	3,635	2.723%
Utilities	1,195,649	3.96%	1,392,580	4.81%	(196,931)	-14.141%
Capital Outlay	162,049	0.54%	125,196	0.43%	36,853	29.436%
Other	7,224,921	23.94%	6,489,919	22.40%	735,002	11.325%
	<b>\$ 30,177,040</b>	<b>100.00%</b>	<b>28,979,202</b>	<b>100.00%</b>	<b>\$ 1,197,838</b>	<b>4.133%</b>



**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:** Marilyn Holt

**DATE:** July 12, 2019

**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.1., 400.2., 400.3. and 400.9. have been sent under separate cover.

# INDEX

- 400.1. Employment of Personnel**
- 400.2. Notice of Reassignment**
- 400.3. Change-in-Status**
- 400.4. Salary Adjustment**
- 400.5. Authority for Interim CEO to hire Faculty prior to August Board meeting**
- 400.6. Special Assignments FY2020**
- 400.7. Academic Year 2019-2020 Educational Level Change**
- 400.8. Approval of Proposed Non-College Employment**
- 400.9. Resignation Ratification**

# **PERSONNEL REPORT**

## **400.1. Employment of Personnel**

### **A. Faculty**

1. Cori Witsman, Nursing Instructor, OCC (WVC), effective August 8, 2019.

### **B. Professional/Non-Faculty – Non-Exempt**

1. Tona Ambrose, Full-Time Temporary Director of College Access, LTC, effective August 1, 2019.
2. Shawn Hall, Full-Time Temporary Head Soccer Coach, LTC, effective August 1, 2019.

## **400.2. Notice of Reassignment**

### **A. Faculty**

1. Laurie Jenkins, Health Programs Instructor, LTC, to Nursing Instructor, LTC, effective August 8, 2019.

## **400.3. Change-in-Status**

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

1. Leslie Scott, Assistant Director Emergency Preparedness Management, FCC to Director of Paramedicine, FCC, effective July 17, 2019.

## **400.4. Salary Adjustment**

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

1. Scott Meserole, O&M Team Leader/Coordinator, Fire Science, FCC, effective July 1, 2019.

## **400.5. Authority for Interim CEO to hire Faculty prior to August Board meeting.**

## **400.6. Special Assignments FY 2020 (attachment)**

**400.7. Academic Year 2019-2020 Educational Level Change**

**A. Faculty**

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Sarah Bergbower	M	M+12	\$1,000
Becky Coleman	M	M+12	\$1,000
Logan Marshall	AA	AA+32	\$1,000

**400.8. Approval of Proposed Non-College Employment**

<u>Name</u>	<u>Employer</u>	<u>Hours per Calendar Year</u>
Brittany Caparas	Good Samaritan Hospital Vincennes, IN	720

**400.9. Resignation Ratification**

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

1. Kalie Naas, Director of Learning Skills Center, WVC, effective August 5, 2019.

**B. Classified**

1. Brittany Stone, Bookstore Assistant, LTC, effective June 27, 2019.
2. Kathy Sutton, Custodian, FCC, effective August 10, 2019.



## Special Assignments Frontier Community College

<b>Academic</b>		<b>Approved 2018-19</b>	<b>Recommended 2019-20</b>
3. Rodney Maxey	Lead Inst Auto Tech	\$550 *	\$550 *
4. Jodi Peach	Lead Inst Health Informatics	\$550 *	\$550 *
3. Gerry Kinney	Lead Inst Electrical Distribution Systems	\$550*	\$550*

\* \$100 of Lead Instructor Stipend is paid by Assessment budget.

# Special Assignments Lincoln Trail College

<b>Academic</b>		<b>Approved 2018-19</b>	<b>Recommended 2019-20</b>
4. Jesse Allen	Lead Inst Telecommunications	\$650*	\$650*
5. Reno Bemont	Lead Inst Welding		\$550*
6. Tyler Browning	Lead Inst Sport Management	\$550 *	\$550 *
7. TBD	Lead Inst Health Programs (Medical Assistant, Electronic Medical Records, & Pharmacy Technician)	\$550 *	\$550 *
<b>Other</b>			
2. Chris Ellington	O & M Team Leader	\$5,825	\$7,500

\* \$100 of Lead Instructor Stipend is paid by Assessment budget.

## Special Assignments Olney Central College

<b>Academic</b>		<b>Approved 2018-19</b>	<b>Recommended 2019-20</b>
7. Lonnie Barnes	Lead Inst Collision Repair Tech	\$550 *	\$550 *
8. Shasta Bennett	Lead Inst Human Resource Assistant		\$550*
9. Tyler Boyles	Lead Inst CRT Auto Service Tech	\$550 *	\$550 *
10. Curtis Marshall	Lead Inst Welding	\$550 *	\$550 *
11. Amie Mayhall	Lead Inst Medical Office Assistant	\$600 *	\$600 *
6. Logan Marshall	Lead Inst Industrial Maintenance	\$550 *	\$550 *
7. Kristi Urfer	Lead Inst Accounting	\$600 *	\$600 *
<b>Other</b>			
3. Clay Atkins	O & M Team Leader	\$5,825	\$7,500

\* \$100 of Lead Instructor Stipend is paid by Assessment budget.

## Special Assignments Wabash Valley College

<b>Academic</b>		<b>Approved 2018-19</b>	<b>Recommended 2019-20</b>
10. John Day	Lead Inst Social Services	\$550 *	\$550 *
11. Jay Carter	Lead Inst Advanced Manufacturing	\$550 *	\$550 *
12. Kyle Peach	Lead Inst Radio/TV	\$550 *	\$550 *
13. Scott Balding	Lead Inst Diesel Equipment Tech	\$600 *	\$600 *
14. Carla Cadwalader	Lead Inst Early Childhood Dev	\$550 *	\$550 *
15. Steve Hnetkovsky	Lead Inst Agriculture Production	\$550 *	\$550 *
16. Doug Robb	Lead Inst Agriculture Business	\$550 *	\$550 *
17. David Wilderman	Lead Inst Marketing	\$550 *	\$550 *
18. Brian Wick	Lead Inst Gunsmithing	\$550 *	\$550 *
10. Joseph Brown	Lead Inst Truck Driving	\$550 *	\$550 *
<b>Other</b>			
2. Adam Roesch	O & M Team Leader	\$5,825	\$7,500

\* \$100 of Lead Instructor Stipend is paid by Assessment budget.

## Special Assignments District Office

Extra-Curricular		Approved 2018-19	Recommended 2019-20
8. Mary Morris	Faculty Coordinator of Student Learning Assessment – FCC	\$4,000	\$4,000
9. Travis Matthews	Faculty Coordinator of Student Learning Assessment – LTC	\$4,000	\$4,000
10. Kelly Payne	Faculty Coordinator of Student Learning Assessment – OCC	\$4,000	\$4,000
11. Scott Balding	Faculty Coordinator of Student Learning Assessment – WVC	\$4,000	\$4,000
12. Tammie Bohnhoff	Math Discipline Facilitator – OCC	\$1,000	\$1,000
13. Cindy Boyce	Social & Behavioral Science Discipline Facilitator – LTC	\$1,000	\$1,000
7. Allen Brown	Math Discipline Facilitator – WVC	\$1,000	\$1,000
8. Carrie Brown	Life & Physical Science Discipline Facilitator – LTC	\$1,000	\$1,000
9. TBD	Life & Physical Science Discipline Facilitator – WVC	\$1,000	\$1,000
10. Rebecca Carmack	Humanities/Fine Arts Discipline Facilitator – LTC	\$1,000	\$1,000
11. Nixie Hnetkovsky	Life & Physical Science Discipline Facilitator – FCC	\$1,000	\$1,000
12. Nixie Hnetkovsky	Social & Behavioral Science Discipline Facilitator – FCC		\$1,000
13. Jason Hortin	Social & Behavioral Science Discipline Facilitator – OCC	\$1,000	\$1,000
14. Chris Mathews	Life & Physical Science Discipline Facilitator – OCC	\$1,000	\$1,000
15. Drew McMurray	Social & Behavioral Science Discipline Facilitator – WVC	\$1,000	\$1,000
16. Linda Monge	Math Discipline Facilitator – FCC	\$1,000	\$1,000
17. Mary Morris	English/Communications Discipline Facilitator – FCC	\$1,000	\$1,000
18. Kelly Payne	English/Communications Discipline Facilitator – OCC	\$1,000	\$1,000
19. Heather Sandy	Humanities/Fine Arts Discipline Facilitator – OCC	\$1,000	\$1,000

20. Kim Schucker	Math Discipline Facilitator – LTC	\$1,000	\$1,000
21. Jill Winter	English/Communications Discipline Facilitator – WVC	\$1,000	\$1,000
22. Ann Wolven	English/Communications Discipline Facilitator – LTC	\$1,000	\$1,000

**Agenda Item #15**

**Collective Bargaining**

**Approval of Two-Year Contract with Bargaining Unit Faculty**

**Agenda Item #16**

**Litigation**



**Agenda Item #17**

**Other Items**

**Agenda Item #18**

**Adjournment**

