

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

July 20, 2021



Location:

**Olney Central College
305 N. West Street
Olney, IL 62450**

<https://zoom.us/j/97654938784>

Meeting ID: 976 5493 8784
Call in number: 312 626 6799

**Dinner – 6:15 p.m. – OCC Banquet Room
Meeting – 7:00 p.m. – OCC Banquet Room**

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

**Illinois Eastern Community Colleges
Board Agenda**

July 20, 2021

7:00 p.m.

Olney Central College

OCC Banquet Room

<https://zoom.us/j/97654938784>

Meeting ID: 976 5493 8784

Call in number: 312 626 6799

1. Call to Order & Roll CallChairman Carter
2. Disposition of Minutes Chancellor Gower
3. Recognition of Visitors and GuestsGower
 - A. Visitors and Guests
 - B. IECEA Representative
4. Budget HearingChairman Carter
5. Public Comment
6. Reports
 - A. Trustees
 - B. Chancellor
 - C. Presidents
 - D. Cabinet
7. Policy First Reading (and Possible Approval)Gower
 - A. Policy 200.7 Human Subject Research.....Gower
8. Policy Second ReadingGower
 - A. None
9. Staff Recommendations for Approval
 - A. Affiliation AgreementsGower
 - SSM Health Care Corporation/ Crawford Memorial Hospital
 - B. 2021-2022 IECC Catalog.....Gower

- C. Memorandum of Understanding CAISA (Counseling & Information for Sexual Assault/Abuse & SAFE (Sexual Assault and Family Emergencies).....Gower
- D. Appointment of Board Audit CommitteeGower
- E. Fiscal Year 2022 Budget.....Gower

- 10. Bid Committee Report.....Gower
 - A. Lincoln Trail College- Natatorium Remodel
 - B. FCC, LTC, OCC, WVC- 3D Anatomy Visualization Table & Virtual Dissection Table

- 11. District Finance
 - A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins

- 12. Executive Session.....Gower

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

- 14. Approval of Personnel ReportGower

- 15. Collective Bargaining.....Gower

- 16. LitigationGower

- 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 person and by telecommunication means (Zoom) from the Cafeteria at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, June 15, 2021.

AGENDA #1 – “Call to Order & Roll Call” – Chairman Gary Carter 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, Alan Henager, Jan Ridgely (via Zoom), Barbara Shimer, Brady Waldrop. Trustees absent: None. Student Trustee Sania Borom (via Zoom) joined the meeting at 7:20 p.m.. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

(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, or participating by Zoom at this meeting, in addition to trustees:

Ryan Gower, Chancellor.

Roger Eddy, Interim President of Lincoln Trail College.

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Rodney Ranes, President of Olney Central College.

Ryan Hawkins, Chief Financial Officer.

Andrea McDowell, Director of Human Resources.

Renee Smith, Board Secretary.

AGENDA #2 – “Disposition of Minutes”

Regular Meeting Held May 18, 2021: Open meeting minutes as prepared for the regular meeting held May 18, 2021 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 18, 2021 as prepared. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those

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

Board Recess and Reconvene

At this time, Trustee Brenda Culver made a motion to recess the meeting for a brief tour of LTC facilities and then reconvene. Trustee Barbara Shimer 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried. The meeting recessed at 7:11 p.m.

Student Trustee Sania Borom joined the meeting via Zoom at 7:20 p.m.

Following the tour and return to the cafeteria, Trustee Brenda Culver made a motion to reconvene in regular session and Trustee Barbara 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried. The meeting reconvened at 7:24 p.m.

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

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

#3-B. IECEA Representative: Rob Mason IECEA President was present and reported on a successful academic year. He expressed praise for IECC Faculty’s willingness and ability to adjust to pandemic restrictions. He also expressed gratitude to the IECC Board for providing staff development to assist in a smoother transition from in person learning to online learning.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: Barbara Shimer reported on a recent ICCTA meeting she attended.

#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. 500.14 Tuition Waiver: Revisions to the policy were presented. The Chancellor recommended second reading be waived and the approval of Policy 500.14 Tuition Waiver.

STUDENT - 500

Tuition Waiver (500.14)

Date Adopted: November 17, 1998

Revised: July 19, 2005

Revised: May 15, 2007

Revised: April 21, 2009

Revised November 17, 2009

Revised November 16, 2010

Revised: April 17, 2012

Revised: November 19, 2013

Revised: March 17, 2015

Revised: February 16, 2016

Revised: April 19, 2016

Revised: March 20, 2018

Pending Board Approval June 15, 2021

A. Senior Citizens: Tuition is waived for residents of the District who are 60 years or older. Non-credit course fees are not waived.

B. Full-Time Employees: It shall be the policy of the Board of Trustees that tuition shall be waived for all full-time employees (current or SURS qualified retirees) of the District and members of their immediate family. Members of the immediate family shall be defined as the spouse and children of full-time employees. To be eligible for the tuition waiver children must be under 24 years of age. However, a spouse or dependent who has been convicted of criminal conduct that would threaten staff or student health, welfare, or safety; or who was discharged for cause from district employment, shall not be entitled to a tuition waiver. Any full-time employee taking a course that is considered professional development for the area in which they work at IECC shall have ~~the universal~~ all fees waived in addition to the tuition waiver.

In the event of a full-time employee's death during his/her active employment with IECC, his/her children will be given a waiver of, in-district tuition to be used during his/her college career up to age 24. A spouse of a deceased full-time employee must use their tuition waiver within 6 years of the date of the death of the full-time employee.

C. Part-time Hourly Employees: It shall be the policy of the Board of Trustees that tuition for a semester shall be waived for all part-time hourly employees of the District and members of their immediate family, who are working 10 hours or more per week in the same semester in which the waiver is sought. Members of the immediate family shall be defined as spouse and children of the part-time employee. To be eligible for the tuition waiver children must be under 24 years of age. Any part-time non-faculty employee taking a course that is considered professional development for the area in which they work at IECC shall have ~~the universal~~ all fees waived in addition to the tuition waiver. This tuition waiver does not apply to student workers (work-study or non-work study), unless they are a dependent of an employee.

D. Part-time Faculty: It shall be the policy of the Board of Trustees that tuition for a semester shall be waived for all part-time faculty of the District and member of their immediate family, who are teaching 3 credit hours or more in the same semester in which the waiver is sought. Members of the immediate family shall be defined as the spouse and children of the part-time employee. To be eligible for the tuition waiver children must be under 24 years of age. Any part-time faculty taking a course that is considered professional development for the area in which they work at IECC shall have ~~the universal~~ all fees waived in addition to the tuition waiver.

~~E. After 6 p.m.; before 6 p.m. Waiver: Effective Summer Semester 2010, tuition of \$20.00 per semester hour will be charged for students enrolled in four semester hours or less per semester if the course(s) begins after 6 p.m. Tuition of \$20.00 per semester hour will be charged for students enrolled in four semester hours or less before 6 p.m. if the student works a night shift on a full-time basis.~~

~~FE.~~ Discretionary Tuition Waivers: Other types of tuition waivers may be granted at the recommendation of the President of the college with approval of the ~~Chief Executive Officer~~ Chancellor or his designee.

Board Action: Trustee Brenda Culver made a motion to waive second reading and approve the foregoing policy 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#6-B. 100.8 Nondiscrimination: Revisions to the policy were presented. The Chancellor recommended second reading be waived and approval of the Policy 100.8 Nondiscrimination.

Nondiscrimination Policy (100.8)

Date Adopted: December 19, 1989

Revised: September 15, 2015

Revised: October 16, 2018

Revised: June 15, 2021 (Pending Board Approval)

I. Policy Statement

~~All Offices, Divisions, Colleges and other units of~~ Illinois Eastern Community Colleges District No. 529 is committed to the most fundamental principles of human dignity, equality of opportunity, and academic freedom. Decisions involving students and employees are based on individual merit and free from discrimination or harassment in any form. To this end, IECC operates pursuant to all applicable state and federal laws relating to equal educational opportunity and affirmative action, including but not limited to Executive Orders 11246 and 11375 as amended, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Human Rights Act of 1977, Section 503/504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Readjustment Act of 1974, ~~Title II of~~ the Americans with Disabilities Act of 1990, ~~and~~ the Genetic Information Nondiscrimination Act of 2008, and the Illinois Human Rights Act.

II. Policy Scope

This ~~District does not discriminate in any of its~~ policy is applicable to educational programs and offerings, ~~or in any of the activities, and services offered or provided or operated by the Community College District and its Colleges~~ IECC. Additionally, this policy applies to all conditions of employment, including but not limited to hiring, placement, promotion, transfer, demotion, selection, recruitment, employment, advertising, layoff and termination, and compensation.

III. Compliance

Various measures ensure compliance with this policy and allow for continuous notification to students, employees, and others:

- A. widespread dissemination of IECC's Nondiscrimination Statement on IECC's website and in the academic catalog and in all formal student and employee recruitment publications. The statement will read: Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category-;
- B. designating capable personnel to coordinate compliance: The Program Director of Grants and Compliance will serve in this capacity as it relates to students and issues not

pertaining to employees and employment. The Director of Human Resources will serve in this capacity as it relates to employees and employment; and

C. implementing procedures for receiving and responding to nondiscrimination complaints.

IV. Retaliation Prohibited

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

~~This policy applies to all conditions of employment, including but not limited to hiring, placement, promotion, transfer, demotion, selection, recruitment, employment, advertising, layoff and termination, and compensation.~~ [Moved above to Policy Scope]

~~This District does not discriminate in any of its educational programs and offerings, or in any of the activities offered or operated by the Community College District and its Colleges.~~ [Moved above to Policy Scope and reworded.]

V. Related Policies and Procedures

Consult the following policies which are specific to the form of discrimination or harassment for which they address:

100.12 Americans with Disabilities Act: Provides for an inclusive and accessible environment in compliance with ADA and defines the process for requesting a reasonable accommodation.

100.31 Preventing Sexual Misconduct: Provides for an environment free from discrimination, harassment, and other misconduct on the basis of sex and defines the process for assistance and reporting alleged sex-based misconduct.

Board Action: Trustee Al Henager made a motion to waive second reading and approve the foregoing policy 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

AGENDA #8 – “Staff Recommendations for Approval” –

#8-A. Renewal of Property, Casualty & Liability Insurance Coverage: The Chancellor 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 District's current premium was \$421,107. The proposed new premium is \$419,702.

Board Action: Trustee Barbara Shimer made a motion to approve the renewal of the District's property, casualty, and liability insurance coverage as recommended. Trustee Brady Waldrop 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. FY2022 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 2022 fiscal year:

1. Date of Fiscal Year: July 1, 2021 – June 30, 2022.
2. Publication of Notice of Public Hearing on Budget: On or before June 18, 2021.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after June 16, 2021.
4. Public Hearing on Budget: July 20, 2021, at the hour of 7:00 p.m. local time, Olney Central College, 305 N. West Street, Olney, IL 62450.
5. Adoption of Budget: July 20, 2021, following the Public Hearing.

Board Action: Trustee Brenda Culver made a motion to approve the foregoing Budget Resolution for Fiscal Year 2022. 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Tentative Budget Approval FY22: Annually, the District must publish for inspection the tentative budget for at least thirty days. Following approval of the Board, the District will display the tentative budget from June 16th through July 20th when a public hearing will be held to review any changes and the Board's adoption of the final budget.

The tentative budget document represents the current and best judgment of the District administration. The District is projecting overall revenues of \$54,768,209. This tentative budget reflects an increase of \$2,417,347 or 4% primarily driven by state and local contributions for capital projects anticipated during the fiscal year. The District is projecting overall expenditures of \$65,941,726, which reflects an increase of \$7,785,585 or 13%.

As required by law, a Public Hearing on the Budget will be held on July 20, 2021 and following the hearing, a final budget will be presented to the Board for its approval. The Chancellor recommended approval of the FY2022 tentative budget as presented.

Board Action: Trustee Brenda Culver made a motion to approve the Tentative Budget for Fiscal Year 2022 as recommended. Trustee Barbara Shimer 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Building and Maintenance Fund Resolution: Ryan Hawkins presented the following resolution that authorizes the Chancellor 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 Chancellor recommended approval of the following 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 Chancellor 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 Al Henager made a motion to approve the Building and Maintenance Fund Resolution as recommended. Trustee Brady Waldrop 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Inter-Fund 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 Chancellor 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 2022, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2022.

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for Fiscal Year 2022, 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 2022, 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, 2022.

Board Action: Trustee Brenda Culver made a motion to approve the Inter Funds Resolution 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Working Cash Fund Resolution: 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 \$150,000 from the Working Cash Fund to the General Fund prior to June 30, 2021. 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 Chancellor recommended that the Board adopt the following resolution authorizing the Treasurer to permanently transfer approximately \$150,000 from the Working Cash Fund to the General Fund prior to June 30, 2021.

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, 2021;

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 \$150,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2021.

Board Action: Trustee Al Henager made a motion to approve the Working Cash Fund Resolution 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-G. 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 FY2021. By July 20, all FY2021 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 Chancellor recommended approval to pay the FY2021 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 Brenda Culver made a motion to pay the FY2021 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. 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. 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/LTC Storybrooke Pre-K Lease – The lease began on September 18, 2019 and is for approximately 4,200 square feet in the Industrial Annex of LTC for classroom facilities for a pre-k program. The lease term is being extended to June 30, 2022 at \$2,100 per month rent, with an annual auto renewal if mutually agreed to in writing.
2. 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 of Rural Health and Social Service Development through Southern Illinois University's School of Medicine. Pursuant to Section #5 of the lease, SIU Medicine has exercised their third of four options to renew this lease. The current lease period is July 1, 2021 through June 30, 2022 with one additional option to renew.

Board Action: Trustee John Brooks made a motion to approve the lease agreements with Storybrooke Pre-K and with the SIU School of Medicine as recommended. Trustee Brady Waldrop 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. 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. Capital Development Board #810-043-006 – The Chancellor recommended the Board’s approval of a Trust Agreement with First National Bank in Olney for the Capital Development Board Project #810-043-006 and authorization of the local funding for this project.

Board Action: Trustee Barbara Shimer made a motion to approve a trust agreement with First National Bank in Olney and for the Capital Development Board Project #810-043-006 and for authorization of the local funding for this project. 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. 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. 2021 Student Satisfaction Survey Results – IECC students continue to be satisfied with services provided by the colleges, according to the latest student satisfaction survey, with survey questions inquiring about the student’s level of satisfaction in specific areas including Student Services, Instruction, Learning Resource Centers, and Technology. Additionally, the survey asked how likely students would recommend the college to others. The Chancellor recommended acceptance of the results of the 2021 Student Satisfaction Survey.

Board Action: Student Trustee Sania Borom made a motion to accept the Student Satisfaction Survey results. 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. 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. Affiliation Agreements – Chancellor Gower recommended approval of the following affiliation agreements. The agreements were sent to Trustees by email prior to the meeting.

- R&T Physical Therapy- IECC Clinical Agreement
- Wabash General Hospital- IECC Clinical Agreement
- Fairfield Memorial Hospital- IECC Clinical Agreement
- Clay County Hospital- IECC Clinical Agreement
- Rehab for Life- IECC Clinical Agreement
- Joyner Therapy Services- IECC Clinical Agreement
- Renewal Rehab- IECC Clinical Agreement
- Deaconess Gibson General Hospital- IECC Clinical Agreement
- Progressive Health of Indiana- IECC Clinical Agreement

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreements as recommended. Trustee Barbara Shimer 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “Bid Committee Report” – The Bid Committee presented the following recommendations, followed by Board action as indicated:

TRIO Student Support Services 2021 Educational Trip

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

The Bid Committee recommends acceptance of the bid received from Brightspark Travel, Inc. for a total of \$35,250.00.

Company	Total Bid
Brightspark Travel, Inc. Chicago, IL	\$35,250.00

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: TRIO Student Support Services

Source of Funds: The TRIO Student Support Services program is 100% federally funded by the U.S. Department of Education for \$348,002.

Rationale for Purchase: The proposal from Brightspark Travel, Inc. was the lowest responsible bidder in conformity with the bid specifications.

The “Advertisement for Bids” was placed in The Hometown Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

Board Action: Trustee Al Henager made a motion to approve the recommendation of the Bid Committee for the TRIO Student Support Services Educational Trip 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – “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, 2021.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for May 2022, totaling \$615,135.02, 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 2022, in the amounts listed. Trustee Barbara Shimer 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Executive Session” – The Board of Trustees entered into Executive Session under Section 2(c)(2) of the Open Meetings Act to consider the collective bargaining or salary schedule issues. Trustee Brenda Culver made a motion to go into closed session at 8:20 p.m. The motion was seconded by Trustee Al Henager. 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 closed meeting began at 8:20 p.m. The closed session adjourned at 9:16 p.m. and reconvened in open public session. Separate minutes have been prepared for the closed executive session.

AGENDA #12 – “Approval of Executive Session Minutes”

#12-A – “Written Executive Session Minutes” – There was no executive session held during the May 18, 2022 meeting.

#12-B - “Audio Executive Session Minutes” - There was no executive session held during the May 18, 2022 meeting.

#12-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 Chancellor presented the following report and recommendations:

A. The following written executive session minutes were reviewed in December 2020 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.
6. Tuesday, February 19, 2019.
7. Tuesday, July 16, 2019.
8. Tuesday, October 15, 2019.
9. Tuesday, December 10, 2019.
10. Tuesday, January 21, 2020.
11. Tuesday, February 18, 2020.
12. Tuesday, August 18, 2020

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 December 2020:

1. Tuesday, February 16, 2021.

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. Tuesday, December 10, 2019.
2. Tuesday, January 21, 2020.
3. Tuesday, February 18, 2020.
4. Tuesday, August 18, 2020.
5. Tuesday, February 16, 2021.

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. Tuesday, July 16, 2019.

2. Tuesday, October 15, 2019.

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 8, 2020.
2. Tuesday, January 19, 2021.
3. Tuesday, March 16, 2021.
4. Tuesday, April 27, 2021.
5. Tuesday, May 18, 2021.

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

1. Tuesday, July 16, 2019.
2. Tuesday, August 18, 2020.
3. Tuesday, February 16, 2021.

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 #13 – “Approval of Personnel Report” – Human Resources Director Andrea McDowell presented the following Personnel Report and recommended approval.

400.1. Employment of Personnel

A. Faculty

1. Dustin Wiggins, Electrical Distribution Systems Instructor, FCC, effective August 10, 2021.
2. Connor York, English Instructor, LTC, effective August 10, 2021.

B. Professional Non-Faculty

1. Andrea Loll, Director of Enrollment Management, DO, effective June 18, 2021.

400.2. Change in Status

A. Administrative

1. Sharmila Kakac, Program Director, Adult Education, FCC, to Dean of Business & Industry, FCC, effective July 1, 2021.
2. Tona Ambrose, Director of College Access, LTC, to Director of the Center for Excellence in Teaching and Learning (CETL), DO, effective July 1, 2021.

B. Professional, Non-Faculty, Exempt

1. Sheri Gray, Advisor/Recruiter, OCC, to Director of Instructional Services, OCC, effective June 16, 2021.

C. Classified

1. Julie Courtney, from Clerk/Receptionist, LTC, to Student Services Specialist, LTC, effective June 16, 2021.

400.3. Special Assignments FY22

**Special Assignments
Frontier Community College**

<u>Academic</u>		<u>Special Assignment</u>	Approved 2020-2021	Recommended 2021-2022
**		Lead Inst Electrical Distribution	\$550	\$550
Rodney	Maxey	Lead Inst Auto Tech	\$550	\$550
Jodi	Peach	Lead Inst Health Informatics	\$550	\$550
<u>Athletics</u>				
		<u>Special Assignment</u>	-	
Nixie	Hnetkovsky	Head Volleyball Coach	\$6,000	\$6,000
Nixie	Hnetkovsky	Athletic Director	\$5,000	\$5,000
<u>Extra-Curricular</u>				
		<u>Special Assignment</u>	-	
Nixie	Hnetkovsky	Social and Behavioral Science Discipline Facilitator	\$1,000	\$1,000
Nixie	Hnetkovsky	Life & Physical Science Discipline Facilitator – FCC	\$1,000	\$1,000
Linda	Monge	Math Discipline Facilitator – FCC	\$1,000	\$1,000
**		English/Comm. Discipline Facilitator – FCC	\$1,000	\$1,000

<u>Other</u>		<u>Special Assignment</u>	-	
Mary	Johnston	Building supervision	\$3,000	\$3,000
Kent	Staley	O & M Team Leader	\$7,500	\$7,500

**Special Assignment to be assigned once new faculty is hired.

Special Assignments Lincoln Trail College

<u>Academic</u>		<u>Special Assignment</u>	Approved 2020- 2021	Recommended 2021-2022
Jared	Gullett	Lead Inst Health Programs	\$550	\$550
Laurie	Jenkins	Lead Inst Health Programs	\$550	\$550
Tina	Lindley	Lead Inst Process Technology	\$550	\$550
Travis	Matthews	Lead Inst Broadband/Telecom	\$650	\$650
Athletics				
<u>Athletics</u>		<u>Special Assignment</u>	-	
Kevin	Bowers	Athletic Director	\$5,000	\$5,000
Extra-Curricular				
<u>Extra-Curricular</u>		<u>Special Assignment</u>	-	
Cindy	Boyce	Social & Behavioral Science Discipline Facilitator – LTC	\$1,000	\$1,000
Carrie	Brown	Life & Physical Science Discipline Facilitator – LTC	\$1,000	\$1,000
Rebecca	Carmack	Performing Arts Coordinator	\$1,500	\$1,500
Rebecca	Carmack	Humanities/Fine Arts Discipline Facilitator - LTC	\$1,000	\$1,000
Travis	Matthews	Faculty Coordinator of Student Learning Assessment– LTC	\$4,000	\$4,000
Kim	Schucker	Math Discipline Facilitator – LTC	\$1,000	\$1,000
**		English/Comm. Discipline Facilitator – LTC	\$1,000	\$1,000
Other				
<u>Other</u>		<u>Special Assignment</u>	-	
Danelle	Davis	Bookstore Manager	\$6,200	\$6,200
Christopher	Ellington	O & M Team Leader	\$7,500	\$7,500

**Special Assignment to be assigned once new faculty is hired.

Special Assignments Olney Central College

<u>Academic</u>		<u>Special Assignment</u>	Approved 2020-2021	Recommended 2021-2022
Lonnie	Barnes	Lead Inst Collision Repair	\$550	\$550
Shasta	Bennett	Lead Inst Human Resource Assistant	\$550	\$550
Tyler	Boyles	Lead Inst CRT Auto Service Tech	\$550	\$550
Curtis	Marshall	Lead Inst Welding	\$550	\$550
Logan	Marshall	Lead Inst. Industrial Maintenance	\$550	\$550
Amie	Mayhall	Lead Inst Medical Office Assistant	\$600	\$600
Kristi	Urfer	Lead Inst Accounting	\$600	\$600

<u>Academic – Allied Health</u>		<u>Special Assignment</u>	-	
Wanda	Douglas	Dept Head, Nursing/FCC	\$3,000 +	\$3,000 +
			12 hrs. release time	12 hrs. release time
Anne	Hustad	Dept Head, Nursing/OCC	\$3,000 +	\$3,000 +
			12 hrs. release time	12 hrs. release time
Jasmyne	Lewis	Dept Head, Nursing/WVC	\$3,000 + 12 hrs. release time	\$3,000 + 12 hrs. release time
Brittany	Ochs	Clinical Coordinator, Radiography	\$1,500	\$1,500
Lisa	Rauch	Director of Radiography	\$3,000	\$3,000
Angelia	Williams	Dept Head, Nursing/LTC	\$3,000 +	\$3,000 +
			12 hrs. release time	12 hrs. release time

<u>Extra-Curricular</u>	-	<u>Special Assignment</u>	-	

Tammie	Bohnhoff	Math Discipline Facilitator – OCC	\$1,000	\$1,000
Tammie	Bohnhoff	Academic Challenge Asst. Coordinator	\$200	\$200
Laurel	Cutright	Academic Challenge Coordinator	\$350	\$350
Jason	Hortin	Social & Behavioral Science Discipline Facilitator – OCC	\$1,000	\$1,000
Chris	Mathews	Life & Physical Science Discipline Facilitator – OCC	\$1,000	\$1,000
Rob	Mason	Academic Challenge Asst. Coordinator	\$200	\$200
Kelly	Payne	English/Comm. Discipline Facilitator – OCC	\$1,000	\$1,000
Heather	Sandy	Humanities/Fine Arts Discipline Facilitator - OCC	\$1,000	\$1,000

<u>Other</u>		<u>Special Assignment</u>	-	
Clay	Atkins	O & M Team Leader	\$7,500	\$7,500
Anne	Hustad	Interim Assoc. Dean of Nursing & Allied Health	\$1,500/month	\$1,500/month
**		Director of Foundation	\$6,000	\$6,000

** Special Assignment to be assigned once new faculty or staff are hired.

Special Assignments
Wabash Valley College

<u>Academic</u>		<u>Special Assignment</u>	Approved 2020-2021	Recommended 2021-2022
Scott	Balding	Lead Inst Diesel Equipment Tech	\$600	\$600
Joseph	Brown	Lead Inst Truck Driving	\$550	\$550
Carla	Cadwalader	Lead Inst Early Childhood Development	\$550	\$550
Carla	Cadwalader	Lead Director of Small World	\$200/month	\$200/month
Jay	Carter	Lead Inst Advanced Manufacturing	\$550	\$550
Steve	Hnetkovsky	Lead Inst Agriculture Production	\$550	\$550
Ronda	Hockgeiger	Lead Inst Social Services	\$550	\$550
Lisa	Hoipkemier	Program Director, Physical Therapy Assistant Program	\$3,000	\$3,000
Kyle	Peach	Lead Inst Radio/TV	\$550	\$550
Kyle	Peach	Director of Broadcasting	\$8,000	\$8,000
Doug	Robb	Lead Inst Agriculture Business	\$550	\$550
Kinsey	Whitaker	Coordinator, Physical Therapy Assistant Program	\$1,500	\$1,500
Brian	Wick	Lead Inst Gunsmithing	\$550	\$550
**		Lead Inst Marketing	\$550	\$550
<u>Athletics</u>				
		<u>Special Assignment</u>	-	
Mike	Carpenter	Athletic Director	\$5,000	\$5,000
John (Asa)	Defendall	Head Softball Coach	\$6,000	\$6,000
Todd	Gill	Head Fishing Team Coach	\$6,000	\$6,000
Patrick	Harris	Head Women's Soccer Coach	\$6,000	\$6,000
<u>Extra-Curricular</u>				
		<u>Special Assignment</u>	-	
Allen	Brown	Math Discipline Facilitator – WVC	\$1,000	\$1,000

Chelsea	Gemeinhardt	Life & Physical Science Discipline Facilitator – WVC	\$1,000	\$1,000
Drew	McMurray	Social & Behavioral Science Discipline Facilitator – WVC	\$1,000	\$1,000
Jill	Winter	English/Comm. Discipline Facilitator – WVC	\$1,000	\$1,000
<u>Other</u>				
		<u>Special Assignment</u>	-	
Adam	Roesch	O & M Team Leader	\$7,500	\$7,500

**Special Assignment to be assigned once new faculty is hired.

Special Assignments District Office

<u>Athletics</u>	-	<u>Location</u>	<u>Special Assignment</u>	Approved 2020- 2021	Recommended 2021-2022
Tyler	Browning	DO	Athletic Compliance Coordinator	\$6,000	\$6,000

<u>Extra-Curricular</u>	-	<u>Location</u>	<u>Special Assignment</u>	-	
Scott	Balding	DO	Faculty Coordinator of Student Learning Assessment– WVC	\$4,000	\$4,000
**		DO	Faculty Coordinator of Student Learning Assesment- FCC	\$4,000	\$4,000
Kelly	Payne	DO	Faculty Coordinator of Student Learning Assessment– OCC	\$4,000	\$4,000
Kristi	Urfer	DO	Director of Online Learning	\$10,000 +6 Hrs Release Time	\$10,000 +6 Hrs Release Time

<u>Other</u>		<u>Location</u>	<u>Special Assignment</u>	-	
Chris	Forde	DO	Director of Marketing & Public Information	\$6,000	\$6,000

**Special Assignment to be assigned once new faculty is hired.

400.4. Resignation Ratification

A. Classified

1. Kendra Barnard, Student Services Specialist, FCC, effective May 25, 2021.

#13-B. Board Action to Approve Personnel Report: Trustee Barbara Shimer made a motion to approve the Personnel Report as recommended. Trustee Brady Waldrop 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, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop.

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

AGENDA #14 – “Collective Bargaining” – None.

AGENDA #15 – “Litigation” – None.

AGENDA #16 – “Other Items” – None.

AGENDA #17 – “Adjournment” – Trustee Brenda Culver made a motion to adjourn. Trustee Barbara Shimer 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 9:28 p.m.

Approved: Chairman: _____

Secretary: _____

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

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

Agenda Item #4

Budget Hearing

Agenda Item #5

Public Comment

Agenda Item #6

**Reports
Trustees
Chancellor
Presidents
Cabinet**

Agenda Item #7

Policy First Reading (and Possible Approval)

- **Policy 200.7 Human Subjects Research**

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 20, 2021
RE: Proposed Policy 200.7 Human Subject Research

In accordance with the Higher Learning Commission's criteria for accreditation, IECC seeks to establish a policy related to Human Subjects Research. Policy 200.7 is a result of our HLC feedback report which cited the need for a process regarding Institutional Research Board requests within Criterion 2: Ethical and Responsible Conduct. This policy follows the Federal Code 45 CFR 46 to ensure the protection of participants in human subjects research.

This proposed policy has been reviewed by Cabinet and I would ask the Board to waive the second reading and approve Policy 200.7 as presented.

RG

Attachment

Human Subjects Research Policy 200.7

Date adopted: July 20, 2021 pending board approval

Illinois Eastern Community Colleges (IECC) is committed to ensuring the safety, rights, and welfare of all participants involved in human subjects research. All research involving human subjects must be conducted in compliance with all applicable federal, state, and local regulations, including the HHS regulations for the protection of human subjects in research (Code 45CFR 46). All prospective research projects will be reviewed by the HSR Coordinator, who will make a decision or convene the Institutional Review Board (IRB) for further review and determination. IECC prohibits any research involving participants under the age of 18.

The purpose of the HSR review process is to ensure:

1. equitable selection of subjects
2. the risk to subjects is minimized
3. any deception is justified
4. data collection is confidential and subject privacy is protected
5. informed consent is obtained prior to the involvement of subjects
6. subjects can withdraw from the study at any time

Agenda Item #8

Policy Second Reading

Agenda Item #9

Staff Recommendations for Approval

Agenda Item #9A

Affiliation Agreements

- **SSM Health Care Corporation**
- **Crawford Memorial Hospital**

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 20, 2021
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 a non-standard clinical affiliation agreement with the following organizations:

- SSM Health Care Corporation
- Crawford Memorial Hospital

A copy of the non-standard affiliation agreements is attached. I ask the Board's approval of the affiliation agreements.

RG/sc

ACADEMIC AFFILIATION AGREEMENT

SSM Health

EFFECTIVE DATE	
SCHOOL	Illinois Eastern Community Colleges District
FACILITY	SSM Health Care Corporation, a Missouri nonprofit corporation, d/b/a SSM Health, on behalf of itself and its subsidiary entities

This ACADEMIC AFFILIATION AGREEMENT (“Agreement”) is effective as of the Effective Date”) by and between SCHOOL and FACILITY.

WHEREAS, SCHOOL, in conferring credentials upon students in health occupation programs, must provide and certify completion of certain practical learning and/or clinical experience, some of which may involve interaction with patients;

WHEREAS, SCHOOL desires that certain of its students (“Students”) and, when appropriate, certain of its faculty members, be permitted to visit and utilize the premises of FACILITY to afford such Students the opportunity to have practical learning and clinical experiences at FACILITY; and

WHEREAS, FACILITY recognizes the need for and desires to aid in the educational development of nursing and ancillary health professionals, including Students, in an operating facility for the provision of health care services to its patients, and is willing to permit SCHOOL’s faculty and Students to participate in providing some of those services on its premises to the extent it is reasonable, proper, and professionally acceptable for them to do so.

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

1. **Duties of SCHOOL.**

Prior to assigning Students to FACILITY, SCHOOL shall:

- 1.1 Designate a member of its faculty (“Faculty Coordinator”) to coordinate this Agreement with a designated member of FACILITY’s staff, and obtain FACILITY’s written or verbal approval of such Faculty Coordinator, which such approval FACILITY shall not unreasonably withhold. The coordination shall include on-site visits when practical and a continuing exchange of information on progress of the

program. SCHOOL shall obtain, keep on file and provide verification of a criminal background check on the Faculty Coordinator as provided by the laws of the State in which FACILITY is located for health care workers if the Faculty Coordinator will be on FACILITY's site or will have access to FACILITY's patient medical records or patients. See Schedule 2 for state required background checks. If the Faculty Coordinator will not be on FACILITY's site and will not have access to patient medical records or patients, then a criminal background check will not be required. In the event any adverse information is obtained from the criminal background check, SCHOOL shall provide the information obtained to FACILITY. Failure to provide the information obtained shall disqualify the designated Faculty Coordinator from participation at FACILITY. The results of the criminal background check must be satisfactory to FACILITY;

- 1.2 Recommend for affiliation only those Students who have successfully completed all necessary requirements of SCHOOL's educational program and any appropriate professional requirements, and who have knowledge and skills consistent with an ability to properly discharge the clinical duties or functions associated with the clinical experiences in which the Students will participate;
- 1.3 Be responsible for orienting Students and ensuring compliance to those applicable policies and procedures provided by FACILITY to SCHOOL, including purpose and standards recommended by The Joint Commission and Students' responsibilities for the cost of his/her food, transportation, clothing and medical expenses, and to such other policies, procedures, rules and regulations as SCHOOL deems appropriate;
- 1.4 Obtain and provide verification that names, health status reports, including records of any immunizations and negative drug screens required by FACILITY as outlined in Schedule 1, and other pertinent information about each Student and Faculty Member to be assigned to FACILITY are maintained at SCHOOL before the beginning date of the Students' assignment at FACILITY;
- 1.5 Obtain FACILITY's written approval of Students and periods of affiliation;
- 1.6 Advise Students and Faculty Members to maintain the confidential nature of all information which may come to them with regard to patients and FACILITY records during the duration of the program and obtain from each Student and Faculty Member a Confidentiality and Security Agreement in the form attached to this Agreement as Exhibit 1;

- 1.7 Only if the Students and Faculty Member of SCHOOL shall see patient identifiable health information, SCHOOL shall ensure that patient identifiable health information provided by FACILITY to SCHOOL will be treated as confidential in accordance with applicable law and the Health Insurance and Portability and Accountability Act of 1996 (“HIPAA”), as amended. SCHOOL acknowledges that Students and Faculty Member must complete the FACILITY’s information on HIPAA, which will be part of the Students’ orientation process.
- 1.8 Represent and certify that its teaching program for Students involved under this Agreement is accredited and that SCHOOL is responsible for notifying FACILITY within ten (10) days in the event such accreditation is cancelled, withdrawn or otherwise terminated;
- 1.9 Advise Students and Faculty Members that each Student and Faculty Member is accountable for costs incurred in receipt of healthcare pursuant to Section 8.4, regardless of health insurance status;
- 1.10 Obtain and provide verification of a criminal background check as provided by the laws for healthcare workers of the State in which FACILITY is located for each Student and Faculty Member prior to the assignment at FACILITY. See Schedule 2 for state required background checks. In the event any adverse information is obtained from the criminal background check, SCHOOL shall provide the information to FACILITY after obtaining an Authorization and Release from the Student or Faculty Member. In the event such Authorization and Release are not given by the Student or Faculty Member, the Student or Faculty Member shall be disqualified from participation at FACILITY. The results of the check must be satisfactory to FACILITY.

2. **Duties of Faculty Coordinator.**

SCHOOL, through the Faculty Coordinator, shall:

- 2.1 Select, in cooperation with designated FACILITY personnel, the appropriate clinical experiences for Students;
- 2.2 Guide, coordinate and evaluate Students’ performance at all times while Students are affiliated with FACILITY;

- 2.3 Ensure that Students and Faculty Members participate in ongoing training with respect to the learning and clinical experiences at the FACILITY, including but not limited to, being advised of any changes in FACILITY's policies and procedures, which may impact Students' experiences hereunder.

3. **Duties of FACILITY.**

During this Agreement FACILITY shall:

- 3.1 Provide practical learning and/or clinical experiences to Students assigned to FACILITY. A list of specific SSM Health sites is attached to this Agreement as Exhibit 3;
- 3.2 Maintain primary responsibility at all times for patient care and total health services;
- 3.3 Cooperate with the Faculty Coordinator in the selection of any appropriate clinical experiences for Students;
- 3.4 Provide SCHOOL with any applicable policies and procedures and inform SCHOOL, through the Faculty Coordinator, of any new applicable procedures and/or policies or any changes in procedures and/or policies which may affect the affiliation described hereunder; and
- 3.5 Allow Students to perform services for patients only when under the supervision of a registered, licensed or certified professional. Such professional is to be registered, certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors designated by FACILITY.
- 3.6 Each FACILITY site shall have the authority to determine participation in this Agreement at the sole discretion of the individual site. If a FACILITY site determines it will not accept Students, a letter will be provided to the SCHOOL.

4. **Immediate Removal of Student.**

Upon the request of FACILITY, SCHOOL shall immediately remove a Student or Faculty Member, including Faculty Coordinator, from FACILITY in the sole discretion of FACILITY, with or without cause; however, FACILITY shall provide SCHOOL with written notice thereof within a reasonable time following the removal.

5. **Insurance and Indemnification.**

- 5.1 SCHOOL will maintain, or otherwise require each Student and Faculty Member assigned to FACILITY to maintain, professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. If SCHOOL procures professional liability coverage that is not on an “occurrence basis,” SCHOOL or Student shall, at all times, maintain insurance coverage for medical professional liability directly or indirectly resulting from acts or omissions of SCHOOL or SCHOOL’s employees and agents (including Student), occurring in whole or in part during the term of this Agreement (“Continuing Coverage”). In addition, SCHOOL shall maintain general liability insurance on an occurrence basis for SCHOOL and all its Students, employees and Faculty Members participating in training programs at FACILITY. The limits for general liability shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. SCHOOL shall also maintain workers’ compensation insurance for any employees of SCHOOL performing services under this Agreement. SCHOOL shall furnish FACILITY with a certificate of insurance before the beginning date of each Student’s assignment at the FACILITY. Such certificate of insurance shall provide that FACILITY shall receive thirty (30) days written notice prior to the effective date of any cancellation of such insurance.
- 5.2 It is understood that coverage of SCHOOL’s Students, employees, and Faculty Members, including Faculty Coordinator, under the above-referenced policies, or an acceptable substitute therefore, shall be a continuing condition of this Agreement. SCHOOL shall be responsible for satisfying any deductible or self-insured retention required by its liability coverage.
- 5.3 To the extent allowable by federal and/or state law, SCHOOL agrees to indemnify and hold harmless FACILITY, its directors, officers, affiliates, employees and agents from and against any and all claims, costs, expenses (including reasonable attorney fees), actions and/or liabilities which may be asserted against any one or more of them, arising out of any acts or omissions of SCHOOL, its directors, officers, employees and agents.

6. **Term and Termination.**

This Agreement shall commence on the Effective Date for an initial term of five (5) years until terminated as provided herein. Either party may terminate this Agreement without cause at any time during a term by giving sixty (60) days prior written notice, effective on the date stated therein, provided Students assigned to FACILITY shall be given an opportunity to complete their affiliation if reasonably practicable. Both parties agree to meet at least annually to evaluate the Program and to review this Agreement. In the event the parties fail to appropriately document an extension, and SCHOOL continues to provide Students hereunder, the term of this Agreement shall be deemed to be automatically extended on a day to day basis until terminated by either party upon thirty (30) days prior written notice if the termination is

- 8.5 This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State in which FACILITY is located, without application of choice of laws rules.
- 8.6 This Agreement shall be binding upon and shall inure to the benefit of both parties and their respective successors, heirs, assigns and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior consent in writing of the non-assigning party; provided, however, that written consent is not required for FACILITY to assign this Agreement to any entity under common control, or affiliated, with FACILITY.
- 8.7 Individuals executing this Agreement on behalf of organizations represent and warrant that they have been authorized to do so.
- 8.8 This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement. Prior agreements, promises, negotiations or representations between the parties, either oral or written, relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. Any modifications or amendments hereto must be agreed to by both parties in writing and shall become effective on the date stated therein.
- 8.9 This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with the laws of the State in which FACILITY is located, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.
- 8.10 In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement (individually, "Provision") shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such Provision and (if necessary) other Provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement, and this Agreement shall then be enforced as so reformed. Notwithstanding the preceding sentence, if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable Provision(s) had not been a part hereof.
- 8.11 The failure of FACILITY or SCHOOL to object to or take affirmative action with respect to any conduct of the other which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or of any future violations of the provisions of this Agreement.

- 8.12 During the term of this Agreement and thereafter, FACILITY and SCHOOL and their employees and students shall hold information in the strictest confidence except as otherwise required by this Agreement or by federal law. Such information includes but is not limited to patient records and peer review and utilization review documents, the terms of this Agreement, and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party.
- 8.13 **FACILITY and all covered subcontractors shall abide by the requirements of 29 CFR Part 741, 41 CFR § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**
- 8.14 Each party represents and warrants to the other party that it, its owners, employees, agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; (ii) listed on the Office of the Inspector General's website ("oig.hhs.gov"); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, "Government Payor Programs"). Each party also represents and warrants to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of that party or its Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). Each party shall notify the other party of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) business days of its first learning of it. Either party shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. Each party shall be kept apprised by the other party in a timely manner of the status of any such Investigation. Each party shall indemnify, defend and hold the other party harmless from any claims, liabilities, fines and expenses (including reasonable attorneys' fees) incurred as a result of the other party's breach of this paragraph.
- 8.15 **Internal Revenue Service Management Contracts.**

In the event that this Agreement constitutes a "management contract" for purposes of IRS Revenue Procedure 2017-13, SCHOOL acknowledges that it is acting solely as a service provider pursuant to this Agreement, and as such, the following provisions shall apply notwithstanding anything to the contrary in this Agreement:

- 8.15.1 **Tax Position of SCHOOL.** SCHOOL agrees that it is not entitled to and will not take any tax position that is inconsistent with that of a service provider to FACILITY. An inconsistent tax position by SCHOOL would include, but not be

limited to, any claim and/or deduction for depreciation, amortization, investment tax credit or rent payment deduction with respect to any FACILITY-owned property.

8.15.2 Retention of Rights. The terms of this Agreement shall not be construed in any manner that creates a role or relationship between SCHOOL and FACILITY that substantially limits FACILITY’s ability to exercise its rights under this Agreement, which shall require at all times during the term of this Agreement that: (i) SCHOOL and its directors, officers, shareholders, partners, members and employees shall not under any circumstances have more than twenty percent (20%) of the voting power of FACILITY’s governing body; (ii) FACILITY’s governing body shall not include the SCHOOL’s chief executive officer or chairperson, or any person with equivalent management responsibilities; and (iii) FACILITY’s President shall not hold the position of chief executive officer of FACILITY, or any related party to FACILITY as defined in Treasury Regulation §1.150-1(b).

8.15.3 Control Over Use of FACILITY Property. FACILITY shall at all times approve the following: (i) the annual budget and all capital expenditures for FACILITY property; (ii) each disposition of FACILITY property; (iii) rates charged by SCHOOL and FACILITY to third parties for use of FACILITY property, which shall at all times be consistent with reasonable and customary charges for similar services in the community; and (iv) the general nature and type of use of FACILITY property.

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this Agreement as of the date and year written below.

SCHOOL:

FACILITY:

SSM Health Care Corporation, d/b/a SSM Health, on behalf of itself and its subsidiary entities

By: _____

By: _____

Name:

Name: Erin Jaynes

Title:

Title: Chief Nursing Officer

Address:

Address: 10101 Woodfield Lane
St. Louis, MO 63132

Email:

Date: _____

Date: _____

EXHIBIT 1

CONFIDENTIALITY AND SECURITY AGREEMENT

Employees, Consultants and Volunteers

I understand that the business entity in which I work, volunteer or provide services (i.e., FACILITY) has a legal and ethical responsibility to safeguard the privacy of all patients and protect the confidentiality of patients' health information. FACILITY must ensure the confidentiality of its propriety information, including, but not limited to, human resources, payroll, fiscal, research, reporting, strategic planning, communications, computer systems, and other information (collectively, with patient identifiable health information, referred to as "Confidential Information").

In the course of my employment or assignment at FACILITY, I understand that I may come into the possession of Confidential Information. I further understand that I must sign and comply with this Confidentiality and Security Agreement ("CSA") in order to access Confidential Information.

1. I will access, use and disseminate Confidential Information only when it is necessary to perform my job related duties in accordance with FACILITY's Policies and Procedures.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it.
3. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized.
4. I will not discuss Confidential Information where others can overhear the conversation. I understand that it is not acceptable to discuss Confidential Information even if a patient's name is not used.
5. I will not make any unauthorized transmission, examination, modification or removal of Confidential Information.
6. I have no right to any ownership interest in any information accessed or created by me during my relationship with FACILITY.
7. I will only access or use systems or devices that I am officially authorized to access, and I will not demonstrate the operation or function of systems or devices to unauthorized individuals.
8. I will practice good workstation security measures such as locking up digital storage devices when not in use, using screen savers with activated passwords and positioning screens away from public view.
9. I will practice secure electronic communications by transmitting Confidential Information only to authorized entities, in accordance with approved security standards.
10. I will use only my officially assigned user ID and password, approved licensed software and devices with virus protection software.
11. I will not share/disclose user IDs or passwords, use tools or techniques to break/exploit security measures or connect to unauthorized networks through the systems or devices.
12. I will notify my manager or appropriate information services contact if my password has been seen, disclosed or otherwise compromised, and I will report activity that violates this CSA, privacy and security policies or any other incident that could have any adverse impact on Confidential Information.
13. I understand that I should have no expectation of privacy when using FACILITY information systems. FACILITY may log, access, review and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
14. I will act in the best interest of FACILITY and in accordance with its Policies and Procedures at all times during my relationship with FACILITY and I acknowledge that my obligations under this CSA will continue after termination of my employment, expiration of my contract, or ceasing my relationship with FACILITY.

15. Upon ceasing my relationship with FACILITY, I will immediately return to FACILITY any documents, media or property which constitutes Confidential Information, or which gives me access to Confidential Information.
16. I understand that violation of this CSA may result in disciplinary action, up to and including termination of employment, suspension and loss of privileges, and/or termination of authorization to work within FACILITY, in accordance with FACILITY's policies, and/or civil/criminal prosecution.

IN WITNESS WHEREOF, by signing below, I represent and warrant that I have read this CSA and agree to comply with all the terms and conditions stated above.

Employee/Consultant/Vendor Signature:	FACILITY Name where I work, volunteer or provide service:	Date: Select Date
Employee/Consultant/Vendor Printed Name: Enter Full Legal Name	Business Name of Employer (if not employed by FACILITY): Enter Name of Employer	

EXHIBIT 2

**SSM HEALTH STANDARDS OF ETHICAL CONDUCT
& RELEVANT POLICIES**

COMMITMENT TO OUR PATIENTS AND THEIR FAMILIES – Everything we do is designed to provide exceptional care for our patients, their families, and the communities we serve. We reflect ethical and proper business practices in all we do.

BUSINESS ETHICS – All employees must represent SSM Health accurately and honestly and must not engage in any activity intended to defraud anyone of money, property, services, or care. All SSM Health employees must pay careful attention to business transactions with suppliers, contractors, and other third parties. Employees must not accept offers that would result in personal benefit. This includes gifts, favors and other incentives to perform work in a way that benefits outside parties. Only trivial items like pens and pencils may be accepted from a vendor.

LEGAL COMPLIANCE – SSM Health is committed to conducting all of its activities in compliance with applicable federal, state and local laws. These laws pertain to human resource activities, fraud and abuse in the Medicare and Medicaid programs, lobbying and political activity, and many other areas. See the attached written information about SSM Health's commitment to compliance with federal and state laws related to the false claims and whistleblower protection.

CONFIDENTIALITY: PRIVACY & SECURITY OF INFORMATION – All SSM Health employees must maintain the confidentiality of patient information and of confidential information concerning employees.

CONFLICTS OF INTEREST - A conflict of interest is any situation where an employee has a financial or business interest that might be in conflict with the financial or business interests of SSM Health. All employees must avoid conflicts of interest or the appearance of conflicts of interest. If a potential conflict of interest exists, make people aware of it, as well as the impact it could have on our patients and their families or on the organization. Talking about conflict-of-interest issues with your supervisor, other entity managers, or the System Vice President – Corporate Responsibility, can clarify whether a true conflict exists.

HARASSMENT – SSM Health policies forbid harassment or sexual harassment and all individuals shall refrain from engaging in any of the activities including, but not limited to: intimidation, hostile acts relating to employee’s race, color, gender, religion, national origin, age or disability, unwelcome sexual flirtation, propositions or sexual degrading words.

DUTY TO REPORT – Employees and contract employees are obligated to report to their immediate SSM supervisor, senior manager, Corporate Responsibility Office (314-989-2647) or the CRP Help Line (1-877-4CRP-ASK), any matter which they believe is an ethical, legal, regulatory or policy matter which may be a violation. It is prohibited in any way to harass, discipline or apply pressure from any source in the organization to any employee who reports a matter he or she believes in good faith requires investigation.

ONE LEVEL OF PATIENT CARE – All SSM Health operating entities will provide patient care services at the same level to all patients with the same health care problems regardless of the source of payment. Furthermore, it is our policy that insurance status, ability to pay, race, and other such issues are irrelevant to the need to provide emergency medical services.

My signature below indicates my agreement with the following three statements:

1. I have read and understand the above SSM Health policies and any other department policies that have been given to me, and I agree to abide by them.
2. To my knowledge, I have not been excluded from participation in any Federal Health care program, or any form of State Medicaid program, and to my knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion.
3. I understand that I am obligated to notify you within seven (7) business days, if I have received notification of exclusion from any Federal health care program or any form of State Medicaid program during the completion of my work assignment at any SSM Health Entity.

SIGNATURE: _____

AGENCY

DATE

PRINT NAME: _____

The False Claims Act – A Federal Law That Fights Fraud and Protects Whistleblowers

The Federal False Claims Act and Program Fraud Civil Remedies Act**.* The False Claims Act is a national law that was created to eliminate fraud against the federal government and protect the people who help the government in this effort. “Fraud” is a crime that happens when someone is deceiving someone for personal gain. The False Claims Act makes it a crime for any person or organization to submit a record or claim for payment for services, property or other items to the government, knowing that the information is not true. This is called a “False Claim.” “Knowing” means that the person or organization:

- knows the record or claim is false, or
 - is asking for payment and is deliberately ignoring whether or not the record or claim is false,
- or
- is asking for payment and does not care if the record or claim is false.

Sometimes an inaccurate Medicare, Medicaid, VA, Federal Employee Health Plan or Workers’ Compensation claim could become a False Claim. For example, if a hospital knowingly bills for services that were not provided or were not ordered by a physician or overcharges for a product or service, these would be examples of False Claims.

A person who “knows” that an organization has filed a False Claim for payment can file a lawsuit in Federal Court on behalf of the government. These cases are known as “qui-tam” lawsuits and the person who files the lawsuit is called a “whistleblower.” In some cases, the whistleblower can receive a portion of the damages awarded from a successful False Claim lawsuit. The damages can be large - up to three times the value of the False Claim, plus \$5,500 to \$11,000 in civil fines per False Claim. An individual who makes a false claim or written statement is also subject to \$5,000 in civil fines per false claim or statement.

*Federal Whistleblower Protections**.* The federal False Claims Act protects an employee who files a False Claim lawsuit from being fired, demoted, threatened or harassed by his or her employer in retaliation. An employee who is harmed by their employer for filing a False Claims lawsuit must file a lawsuit against employer in Federal Court. If the court finds that the employer retaliated, the court can order the employer to re-hire the employee at the same level and to pay the employee twice the amount of back pay that is owed, plus interest and attorney’s fees.

State Laws and Whistleblower Protections. Each state where SSM Health is located – Missouri, Illinois, Oklahoma and Wisconsin – has laws that are very similar to the federal False Claims Act. These laws make it illegal to make or present False Claims or commit fraud against Medicaid and other state programs. Usually these laws can be found on each state’s Medicaid website as a way to help find and prevent health care fraud. Each state also gives some level of protection against employer retaliation to employees who report False Claims.

Our Policy. SSM Health's Corporate Responsibility Process (CRP) monitors and audits compliance to help us find and prevent errors in coding or billing, False Claims or other activities that may be fraudulent. Employees can find these CRP Policies and Procedures on the SSM Health Intranet homepage under "Policies and Procedures" or through their department managers. SSM Health vendors and contractors are also given information about these CRP Policies and Procedures.

- SSM expects that our employees and agents who create and file claims for payments for services, property or any other item will only use true, complete and accurate information to make the claim.
- SSM expects that anyone with a concern about a possible False Claim at an SSM facility will use the Corporate Responsibility reporting process *immediately* so that SSM can investigate and correct any errors.
- SSM's non-retaliation policy protects our employees from harm when they do the right thing and report any genuine concern through the Corporate Responsibility reporting process.
- SSM will investigate any allegation of retaliation against an employee for speaking up, and will protect and/or restore rights to anyone who raised a genuine concern.

Our Promise. Our employees, contractors, and agents work hard to ensure that every claim for payment for the care we provide is true and accurate, so that we don't break the law or the trust our patients and communities have placed with us.

September 2015 [*To read the law, please see US Code Title 31, Subtitle III, Chapter 37, sections 3729-33 \(31 USC §§3729-33\)](#)
[**To read the law, please see US Code Title 31, Subtitle III, Chapter 38, sections 3801-08 \(31 USC §§3801-3808\)](#)

EXHIBIT 3

SSM Health Sites

This Agreement includes but is not limited to the following sites as of the Effective Date:

St. Louis Area Hospitals

SSM Health Cardinal Glennon Children's Hospital

SSM Health DePaul Hospital – St. Louis

SSM Health St. Clare Hospital – Fenton

SSM Health St. Joseph Hospital – St. Charles

SSM Health St. Joseph Hospital – Wentzville

SSM Health St. Joseph Hospital – Lake Saint Louis

SSM Health Saint Louis University Hospital

SSM Health St. Mary's Hospital – St. Louis

Oklahoma Hospitals

SSM Health St. Anthony Hospital – Shawnee

SSM Health Bone & Joint Hospital at St. Anthony

SSM Health St. Anthony Hospital – Oklahoma City

SSM Health St. Anthony Hospital – Midwest

Wisconsin Hospitals/Clinics

SSM Health St. Clare Hospital – Baraboo

SSM Health St. Mary's Hospital – Madison

SSM Health St. Mary's Hospital – Janesville

The Monroe Clinic, Inc.

Waupun Memorial Hospital, Inc.

Ripon Medical Center, Inc.

Agnesian HealthCare, Inc.

Home Health United, Inc.

HHU Xtra Care, Inc.

Home Care United, Inc.

Southern Illinois Hospitals

SSM Health Good Samaritan Hospital – Mt. Vernon

SSM Health St. Mary's Hospital – Centralia

Other Missouri Hospitals

SSM Health St. Mary's Hospital – Jefferson City

Medical Groups

SSM Medical Group, Inc.

SSM Health Dean Medical Group

Saints Medical Group, LLC

Other

SSM Health at Home

SCHEDULE 1

1. SCHOOL/Faculty Coordinator must complete and submit the following two (2) weeks prior to the clinical rotation:
 - (a) Communicate to the FACILITY a formal request for clinical time, dates, department and Student;
 - (b) Provide clinical objectives, as requested;
 - (c) Proof of orientation, immunizations and drug screen listed in Schedule 1, Section 2 for all Students and Faculty Members on site.

2. Each Student, Faculty Member, or Faculty Coordinator on site at a FACILITY must have the following met two (2) weeks prior to the clinical rotation, and maintain on file at the SCHOOL:
 - (a) Complete FACILITY orientation which includes the following:
 - (1) Read the general orientation packet/online modules and complete the test, if applicable;
 - (2) Sign a Confidentiality and Security Agreement, in the form attached hereto as Exhibit 1;
 - (3) Sign a SSM Health Standards of Ethical Conduct and Relevant Policies form hereto as Exhibit 2.

- (b) Provide the appropriate documentation to the FACULTY Coordinator, which includes proof of:
- (1) PPD, a 2 step PPD skin test, T-spot or QuantiFERON Gold Blood test within the past year. Students with a past positive PPD will need to complete annual symptom survey and provide documentation from a healthcare provider and/or state health department for clearance to work with the public;
 - (2) Proof of two (2) measles, mumps and rubella (MMR) vaccinations (must be official records, not SCHOOL records) or positive surface antibody titer (IgG);
 - (3) Proof of chickenpox by titer or two (2) varicella immunization or documented proof of childhood illness form a health care provider;
 - (4) Three (3) hepatitis B immunizations, positive titer or declination if requested by FACILITY;
 - (5) Proof of current flu shot during flu season. The only way students may opt out of the flu shot is a signed document from Student's health care provider or a statement from the Student's clergy citing the religious conviction that prevents Student from getting the immunization;
 - (6) Tdap immunization if required by the FACILITY. The only way Students may opt out of the flu or Tdap immunization is a signed document from the Student's health care provider or a statement from the Student's clergy citing the religious conviction that prevents Student from getting the immunization; and
 - (7) Provide the expiration date of the Students and Faculty Member's CPR Training Card, for rotations in direct patient care areas.
 - (8) The SCHOOL/program should be able to show evidence of a negative drug screen for Students and Faculty that will be on site.

SCHEDULE 2

1. Background checks must include the following for all SSM Health FACILITIES located in Illinois, Missouri, Oklahoma and Wisconsin:

Background Source	Required
State Criminal Background Check	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into the FACILITY
OIG/GSA	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into the FACILITY
Sex Offender	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into the FACILITY

2. In addition to the above requirements, Faculty or Students who are completing clinical requirements within FACILITIES in Missouri, the following must be completed:

Background Source	Required
Family Care and Safety Registry	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into clinical within Home Health, Cardinal Glennon and Behavioral Health units

3. In addition to the above requirements, Faculty or Students who are completing clinical requirements within FACILITIES in Wisconsin, the following must be completed:

Background Source	Required
Wisconsin Care Giver Check	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into the FACILITY

AFFILIATION AGREEMENT

This Agreement entered into this ____ day of _____ 2021, by and between Crawford Memorial Hospital, located at 1000 North Allen, Robinson, IL 62454 (hereinafter referred to as the "HOSPITAL") and Illinois Eastern Community College District #529, Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College, located at 233 E. Chestnut Street, Olney, IL 62450 (hereinafter referred to as "COLLEGE"), on behalf of its clinical certificate and degree 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, Accrediting Organization.
- 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 three (3) 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 _____ Date: _____

Doug Florkowski, CEO

Crawford Memorial Hospital
1000 North Allen
Robinson, IL 62454

By _____ Date: _____

COLLEGE

Title

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

AFFILIATION AGREEMENT

This Agreement entered into this ____ day of _____ 2021, by and between Crawford Memorial Hospital, located at 1000 North Allen, Robinson, IL 62454 (hereinafter referred to as the "HOSPITAL") and Illinois Eastern Community College District #529, Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College, located at 233 E. Chestnut Street, Olney, IL 62450 (hereinafter referred to as "COLLEGE"), on behalf of its non-clinical certificate and degree 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:

- 8) 2-Step TB test or Chest X-ray (PA view) if Mantoux is reactive
- 9) 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
- 10) Influenza vaccine or decline (Oct - March)
- 11) Physical exam documentation (ability to perform job functions/duties)
- 12) Negative 10-panel (at minimum) drug screen
- 13) Clear Criminal Background Check
- 14) 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.
- II. 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, Accrediting Organization.
- 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:

- C. Students will not receive fees or salaries either in cash or kind, while serving as students at the HOSPITAL.
- D. 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.
- I. Adhere to the regulations and policies of the College Student Handbook and the regulations and policies of the HOSPITAL.
- J. Follow the rules and regulations of the clinic, hospital or other institutions in which he/she is placed.
- K. 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.
- L. 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:

- I. COLLEGE shall assume final responsibility for the education of the student.
- J. 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.
- K. HOSPITAL shall have the privilege of recruiting COLLEGE faculty or students for employment.
- L. No financial obligation will exist or result among the parties relative to this Agreement.
- M. 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.
- N. This Agreement is binding upon, and the benefits inure to, the parties and their respective successors and assigns.
- O. 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.
- P. 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

- c. This Agreement shall come into effect on the date first written above and shall remain in effect for a term of three (3) 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.

- d. 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 _____

Date: _____

Doug Florkowski, CEO

Crawford Memorial Hospital

1000 North Allen

Robinson, IL 62454

By _____

Date: _____

COLLEGE

Title

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

Agenda Item #9B

2021-2022 IECC Catalog

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 20, 2021
RE: 2021-2022 IECC Academic Catalog

The District's academic catalog sets forth the courses and programs and establishes the District policies that apply to the operation of the District and its students. Throughout the year, the Board and Administration take action on various items that impact the catalog. These changes affecting the catalog are recorded in the addendums which are posted on the iecc.edu website each month. Additionally, all items on the addendum are incorporated into the next academic year's catalog. The catalog, along with any posted addendums, are the binding document for the District's relationship with students.

Because high school counselors and District personnel continue to use the catalog when advising students, the District will print 897 catalogs for a price of approximately \$4,865.00. Creasey Printing will print the catalog.

A link to the proposed 2021-2022 catalog has been sent to the Board for review. Following is a summary of changes that were made since the 2020-2021 catalog was printed.

I ask for the Board's approval to print the 2021-2022 IECC academic catalog and to post it on the website.

RG/am

Attachment

IECC 2020-2021 CATALOG CHANGES

AUGUST 2020 Revisions

- Removed (due to inactivation) **Sport Management Degree (SPORT D424)** effective 1/1/2021. Deleted from programs (p. 145), front inside cover list of programs, CTE and Career Clusters (p. 65), and program index (p. 307).
- Changed course numbers in **Sports Marketing and Media Degree (MEDIA D251)**: SPM 1211 to SPM 1111, SPM 2210 to SPM 2110, and SPM 2202 to SPM 2102. (p. 146) Changed course number SPM 2210 to SPM 2110 in the **Entertainment Business Certificate (MEDIA C252) and Media Communications (MEDIA C253)**. (p. 147) Updated SPM 2202 to SPM 2102 under **Associate in Applied Science** topic. (p. 64) Effective Fall 2020.
- Updated Early Childhood program curricula, effective Fall 2020: added , ECN 1225, to the **Early Childhood Education Degree (ECD D355)** and the **ECE Level 3 Credential (ECD 354)** and revised various course credit hours on both of these programs as well as the **ECE Level 2 Credential (ECD C353)**. Total credit hours increased by 1 (32 to 33) on ECD C354. (pp. 95-96)
- Revised the **Preventing Sexual Misconduct Policy (100.31)** per August 18, 2020 board approval. (p. 31 and p. 289)

SEPTEMBER 2020 Revisions

- Removed (due to inactivation) **Paralegal (PLEGL D171)** effective 9/30/2020. Deleted from programs (p. 130), front inside cover list of programs (WVC), CTE and Career Clusters (p. 66), and program index (p. 307).
- Updated **Executive Office Professional (EOP D269) and Office Assistant (EOP C268)** program page (p. 102) to reflect removal of WVC as an option (only FCC offering), effective 9/30/2020. Updated front inside cover list of programs for WVC and **CTE and Career Clusters** (p. 65).
- Removed (due to inactivation) **Coal Mining Technology Prod. Mgmt. (CMT C290)** effective 1/1/2021. Deleted from programs (p. 89), front inside cover list of programs (WVC), CTE and Career Clusters (p. 65), and program index (p. 306).
- Per September 15, 2020 board approval, reversed an April 2020 board-approved change that increased the time allowed to address incomplete grades. This extension is no longer necessary and the topic of **Grading** has been updated to read as it did previously. (p. 23)
- Revised **Withdrawal Policy (500.30)** to reference IECC's Student Code of Conduct (vs. Academic Integrity Policy which was deleted); removed failure to pay tuition and fees by established due dates from the reasons to administratively withdraw a student; added the Student Military Policy (500.21) as a related policy. Per September 15, 2020 board approval. (p. 25)
- Added a new FCC AAS degree, **Medical Laboratory Technician (MLT D249)**, effective Fall 2020; updated the **list of CTE Programs** and **CTE and Career Clusters page** (65) to reflect addition.
- Added 2 new OCC AAS degrees, **Unmanned Aerial Technology (UAT D576)** and **Welding and Fabrication (WELD D568)**, effective Fall 2020; updated the **list of CTE Programs** and **CTE and Career Clusters page** (66) to reflect addition.

OCTOBER 2020 Revisions

- Replaced Dr. Gower with **Roger Eddy as Interim President of Lincoln Trail College** effective 10-1-2020 (p. 9)
- Corrected the **Uniform Purchase Fee** for the Diesel Technology AAS. (p. 40)
- Corrected IMT: Level III Certificate (INDMA C503) curriculum. (BMG 2601 was not removed correctly in the March 2020 catalog addendum.) (p. 113)
- Removed (due to inactivation) **Construction Technology (CONST D206)** and **Construction Technician (CONST C205)** effective 1/1/2021. Deleted from programs (p. 91), front inside cover list of programs (FCC and LTC), CTE and Career Clusters (p. 65), and program index. (p. 306)
- Updated **FERPA Policy (500.11)** to include information on the Solomon Amendment relating to the release of student recruiting information per October 20, 2020 board approval. (pp. 289-291)

NOVEMBER 2020 Revisions

- Updated the **Accreditation Commission for Education in Nursing (ACEN) address**. (pp. 11, 57)
- Added a policy statement now required by the U.S. Department of Veterans Affairs regarding IECC's compliance relating to **VA pending payments**. (p. 42)
- Added TOEFL Testing information as **item 4 under Student Placement and Testing** and updated **International Students** section with additional **TOEFL testing** information, including testing to occur the first week of arrival on campus for all students whose native language is not English per November 17 board approval.

JANUARY 2021 Revisions

- Updated **Health Information Technology (MCOB D188)** to include program minimum grade and GPA requirements. This is not a change to the program, but rather an addition to the program outline to better disseminate expectations. (p. 109)
- Increased the Lab Fee for HEA 1208 Clinical Procedures (a required course for students in the Certified Medical Assistant (MEDA D292) and Medical Assistant (MEDA C192) programs) and PHM 1204 Pharmacy Operations (a required course for students in the Pharmacy Technician (PHM C337) program). Per January 19, 2021 board approval and effective immediately (Spring 2021), changed from \$10 per lab hour to \$40 per course under **Financial Information**. (p. 40)
- Revised the **Dual Credit fee structure**, effective Fall 2021, per January 19, 2021 board approval. (p. 39)
- Updated **Radiography Prospective Students** information to reflect current actual practice. Changes were as follows: A. changed from summer to fall; C. changed from March 1 to February 15; E. 2. changed from two years to three years; E. 6. Removed: If remediation is required by test scores, coursework must be completed prior to retest.; E. 7. Renumbered as E. 6. and directed user to the Financial Information section (specifically) and updated the link provided to direct user to the tuition and fees webpage (specifically); G. rephrased to remove dates. (p. 60)
- Updated the **IAI GECC Courses and the 3 Transfer Degree Outlines** due to the addition of a newly approved IAI course. (pp. 49-52)

FEBRUARY 2021 Revisions

- Updated **American With Disabilities Act** based on recent changes to policy and procedure per December 2020 and January 2021 board approval. (p. 29)
- Updated **Grades and Grading System** information to reflect newly created procedure which primarily incorporated existing catalog language into a procedure, but also now documents

IECC's Grade Appeal process. (pp. 23-25) Due to the creation of a formal procedure for Grade Appeals, revised **Policy to Address a Complaint (100.16)** to clarify that Grade Appeals are addressed under the Grades and Grading System policy/procedure; approved by Board February 16, 2021. (p. 32)

- Revised the **Preventing Sexual Misconduct Policy (100.31)** per February 16, 2021 board approval. (p. 289)
- Added a notation to the nationally standardized test score information under **Admission Procedures** (p. 14) and under **Student Placement and Testing** (p. 17) to indicate the testing must have been completed within the past 3 years. (This is for clarification and not a change in practice.)

MARCH 2021 Revisions

- As a result of inactivating the Construction Programs (Ref. October addendum), removed Construction as an option for the Directed Manufacturing Focus Areas in the **Manufacturing Skills Certificate (INDMG C272)**. (p. 116)
- Updated **Required High School Subject Patterns** to remove the requirement for transfer degree program students to complete a developmental geometry course, prior to enrolling in transfer-level math courses, if they did not successfully complete a geometry class in high school. Approved by Cabinet March 3, 2021. (p. 17)
- Revised the **Student Enrollment and Registration Checklist** (Item #6) to reflect the addition of Nelnet as a payment partner and added the new link to payment information. (p.19)
- Increased **Welding course fees** (from \$50 to \$75) and updated the list of applicable courses, effective Fall 2021, per March 16, 2021 board approval. (p. 41)
- Revised **Medical Office Assistant (SMED D190)** to reflect the removal of HIT 2202 and replacement by HEA 2216 in 3rd semester, effective Fall 2021. (p. 123)

APRIL 2021 Revisions

- Revised Remedial Courses, including title change to **Developmental Education** (p. 18), and replaced the term remedial with developmental throughout catalog. (Per catalog review)
- Added new **Catalog Term Policy (500.36)** in the Admission & Registration Information section per April 27, 2021 board approval.
- Added a **\$120 Lab Fee** to the course UAS 2200 in the Unmanned Aerial Technology degree program per April 27, 2021 board approval.
- As a result of the recent election and action by the board of trustees on April 27, 2021, updated the **Board of Trustees** to reflect the current members, their end of terms, and changes in positions (Chairman and Secretary Pro Tempore). (p. 8)
- Revised **Associate in General Studies (AGS D595)** to include the option of fulfilling the human diversity course requirement with an applicable IECC course. (p. 53)
- Updated **Pharmacy Technician (PHM C337)** description, total credit hours, and curriculum effective Fall 2021. (p. 134)
- Updated **Electronic Medical Records (HIM C194)** to add DAP 1201 as an alternative to TEL 1275 effective Fall 2021. (p. 99)
- Updated **Advanced Manufacturing (MANUF D563)**: made multiple changes in course sequencing; added GEN 1298; replaced WEL 1203 with WEL 1201. Effective Fall 2021. (P. 71)

- Updated **Workplace Skills (INDMG C271)**: removed CON 1202 and IND 1210, replacing with Electives (7 credit hours); added note regarding the recommendation for the electives; updated program description. Effective Fall 2021. (p. 115)
- Added FCC as an option for the **Medical Assistant (MEDA C192)** program effective Fall 2021 – previously available only at LTC. (p. 122)

MAY 2021 Revisions

- Updated **Medical Office Assistant (SMED D190)** to remove MTH 1131 as an alternative to HEA 2210 and designated HEA 2210 credits as General Education Hours. Effective Fall 2021. (p. 123)
- Revised **Credit Equivalency by Licensure, Certification, Military Experience, or State Seal of Biliteracy (500.26)** procedure to reflect changes in IECC's approval and recording process, including the addition/update of a recent ICCB rule designating how many credit hours must be completed before posting the credit per Cabinet approval of 5/10/21. (p. 300)
- Added a new WVC AAS degree, **Physical Therapist Assistant (PTA D346)**, available Fall 2022; updated the **list of CTE Programs** and **CTE and Career Clusters page** (65) to reflect addition.
- Removed (due to inactivation) **Executive Office Professional (EOP D269)**, **Office Assistant (EOP C268)**, **Health Informatics (HNFO D197)**, and **Medical Receptionist (HNFO C214)** effective 6/1/2021. Deleted from programs (p. 102 and p. 108), front inside cover list of programs (FCC), CTE and Career Clusters (p. 65), and program index (pp. 306-307).
- Updated **Entrepreneurship (ENT C182)**, **Small Business Development (ENT C184)**, **Information Systems Technology (IST D217)**, and **Network Technician (IST C216)** program pages (p. 101 and p. 118) to reflect removal of FCC as an option, effective 6/1/2021. Updated FCC's front inside cover list of programs and **CTE and Career Clusters** (pp. 65-66).
- Revised **Appropriate Use of Information Technology Resources Policy (200.2)** and **Electronic Communications** (p. 30), **MyIECC** (p. 35), and **Appendix D** (p. 291 Note: Appendices were updated during catalog review, so D is now H) to reflect changes to the Appropriate Use of Information Technology Resources Policy (p. 291) per May 18, 2021 board approval.
- Updated Program Fees to include new **Medical Laboratory Technician course fees**, effective fall 2021 per May 18, 2021 board approval. (p. 40)
- Updated Program Fees to include a new **Nursing Cost Recovery Fee for NurseThink®Complete**, effective fall 2021. (p. 40)

JUNE 2021 Revisions

- Due to the intent to use ACCUPLACER testing rather than TOEFL testing for students whose first language is not English, revised **Student Placement and Testing** Item 4 (which was added via addendum November 2020) to reflect the removal of TOEFL testing (specifically) and revised **International Students** (p. 18) pertaining to English requirements per June 2, 2021 cabinet approval.
- Updated the Transfer Programs section during catalog review: 1) better described the **GECC Credential** (p. 48) and added the various discipline requirements; 2) made improvements to the **IAI GECC Courses** (p. 49) by removing the GECC credential requirements (moved to GECC Credential, p. 48) and clarifying the page as a reference tool for selecting gen ed courses for **all** of the transfer degrees (as well as the GECC credential). Clarified that the Human Diversity requirement is for transfer degree students – previously the page contained the requirements

for the GECC Credential, so the note regarding the requirement for an HD course was inaccurate for the credential; 3) clarified the HD requirement for the **Associate in Science** outline (p. 50) by removing it as Item VI in the list of required courses. (It is not an additional course requirement, but rather one of the Humanities/Fine Arts or Social & Behavioral Science courses designated as an HD can be chosen to fulfill the HD requirement); 4) corrected the **Associate in Arts** outline (p. 51) and the **Associate in Science and Arts** outline (p. 52) to include an HD course (not an additional course, but one that can be chosen from the Humanities/Fine Arts or Social & Behavioral Sciences).

- Added FCC as an option for the **Certified Medical Assistant (MEDA D292)** program effective Fall 2021 – previously available only at LTC. (p. 121)
- Updated **Nondiscrimination Statement** (p. 12 and inside back cover) and **Nondiscrimination Policy** (p. 29) per June 15, 2021 board approval.
- Revised **Tuition Waiver** to reflect removal of the After 6 p.m./Before 6 p.m. waiver per June 15, 2021 board approval. (p. 41)
- Updated **Academic Calendar 2021-2023** to include new federal holiday, Juneteenth. (p. 6 – 7).

Agenda Item #9C

**Memorandum of Understanding CAISA
(Counseling & Information for Sexual Assault/Abuse) &
SAFE (Sexual Assault and Family Emergencies)**

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: July 20, 2021
RE: Memoranda of Understanding

As required by the Preventing Sexual Violence in Higher Education Act, and referenced in IECC Policy and Procedure 100.31, IECC must have confidential advisors available to a student or employee who experiences sexual violence, should they choose to seek their services. A confidential advisor is a person who has received 40 hours of training previously and 6 hours of ongoing training annually to provide emergency and ongoing support to student survivors of sexual violence.

IECC wishes to enter into memoranda of understanding with:

Counseling & Information for Sexual Assault/Abuse (CAISA), a not-for-profit corporation, Robinson, Illinois

Sexual Assault and Family Emergencies (SAFE) a not-for-profit corporation, Vandalia, Illinois

I ask the Board's approval of these Memoranda of Understanding.

RG/sc

Attachments

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNSELING & INFORMATION FOR SEXUAL ASSAULT/ABUSE
and
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

This agreement is made by and between Counseling & Information for Sexual Assault/Abuse (herein after called CAISA) a not-for-profit corporation, with primary offices located at 10499 N. State Highway 1 Robinson, Illinois 62454 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2021 through July 31, 2022. Said parties respectively do hereby agree as follows:

Section I: Definitions

Survivor: a student who has experienced sexual violence, dating violence, or stalking while enrolled in higher education.

Confidential Advisor: a person, contracted by a higher education institution to provide emergency and ongoing support to student survivors, who has completed 40 hours of training on sexual violence and completes 6 additional hours of training on sexual violence annually.

Comprehensive Policy: a policy created and implemented by a higher education institution to address student allegations of sexual violence, domestic violence, dating violence, and stalking. The components of this policy are outlined in the Preventing Sexual Violence in Higher Education Act, Public Act 099-0426.

Section II: Description of Services

All services to survivors, provided by CAISA will be within the guidelines of the Preventing Sexual Violence in Higher Education Act 110 ILCS 155/1-99 and within the bounds of the Confidentiality of Statements made to Rape Crisis Personnel 735 ILCS 5/8-802.1. This includes providing 24 hour emergency support, as well as facilitating ongoing support related to the institution's administrative processes on handling sexual violence, domestic violence, dating violence or stalking, providing information and support on reporting to law enforcement agency with jurisdiction over the matter, seeking emergency medical treatment, campus support services or community support services outside of CAISA (when necessary) and information on protective orders. CAISA will provide this service in a manner that protects the student's privacy and rights under the law. Note: CAISA does not directly provide services for domestic violence; however, CAISA will refer any survivors of such to the appropriate community-based domestic violence support agency.

Section III: CAISA Services and Responsibilities

1. A CAISA advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40 hour training on sexual violence and received required training by ICASA will be on-call to provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provided the contact information of the 24-hour CAISA hotline. Upon receiving a request for CAISA services through the hotline a call is made to the CAISA advocate on call. Upon receiving the call, the CAISA advocate will respond to the request over the phone within 15 minutes.
2. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information, information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made.
3. If the student is within the 6-county area CAISA serves the CAISA advocate can assist with accompaniment to a police station, administrative hearings, or court proceedings. Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.
4. CAISA will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
5. Provide the Institution with brochures and literature on how to contact CAISA in addition to CAISA services and their role as Confidential Advisors to the Institution.
6. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.
7. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

Section IV: The Institution's Services and Responsibilities

Regarding linkage to crisis intervention services for student survivors, the Institution will:

1. Ensure students have knowledge of CAISA hotline number and how to call immediately for assistance. CAISA will provide support to any student survivor of sexual violence regardless of gender or age. The obligation to make a confidential advisor available to all students is outlined in the Preventing Sexual Violence in Higher Education Act.

2. Provide CAISA with up to date information on the Institution's comprehensive policy on preventing sexual violence. This includes but is not limited to information on the administrative processes, campus reporting options, interim protective measures, accommodations, complaint resolution procedures and Title IX Coordinator contact information.
3. Provide CAISA with information on campus support services such as counseling and onsite medical services, if applicable.
4. Adhere to all aspects of the Preventing Sexual Violence in Higher Education Act, including but not limited to allowing CAISA to liaise with necessary campus authorities to secure interim protective measures and accommodations for the survivor.
5. Schedule annual training for any employee of higher education institution who is involved in the receipt of a student report of an alleged incident of sexual violence, domestic violence, dating violence or stalking, the referral or provision of services to a survivor, or any campus complaint resolution procedure that results from an alleged incident of sexual violence, domestic violence, dating violence or stalking. Training will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

Section V: Additional Considerations

Both the Institution and CAISA will designate liaisons to maintain communication between both parties. These liaisons must have access to statistical information regarding services to survivors and be in a position to make decisions should there be a question about policy, procedure, or clarification regarding the roles of CAISA or the Institution.

The liaison for the Institution is:

Name: Libby McVicker
Title: Program Director of Grants & Compliance
Phone: 618-393-3491
Email: mcvickero@iecc.edu

The Liaison for CAISA is:

Name: Mickie Owens
Title: CAISA Advocate
Phone: 618-544-9379
Email: mickie.caisa@sacis.org

Agreed:

CAISA

By: _____

Name: _____

Title: _____

Institution

By:

Name:

Title:

MEMORANDUM OF UNDERSTANDING
BETWEEN
SEXUAL ASSAULT AND FAMILY EMERGENCIES

and

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

This agreement is made by and between Sexual Assault and Family Emergencies (herein after called SAFE) a not-for-profit corporation, with primary offices located at 1410 Sunset Drive, Suite G, Vandalia, Illinois 62471 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2021 through July 31, 2022. Said parties respectively do hereby agree as follows:

Section I: Definitions

Survivor: a student who has experienced sexual violence, dating violence or stalking while enrolled in higher education.

Confidential Advisor: a person, contracted by a higher education institution to provide emergency and ongoing support to student survivors, who has completed 40 hours of training on sexual violence and completes 6 additional hours of training on sexual violence annually.

Comprehensive Policy: a policy created and implemented by a higher education institution to address student allegations of sexual violence, domestic violence, dating violence, and stalking. The components of this policy are outlined in the Preventing Sexual Violence in Higher Education Act, Public Act 099-0426.

Section II: Description of Services

All services to survivors, provided by SAFE will be within the guidelines of the Preventing Sexual Violence in Higher Education Act 110 ILCS 155/1-99 and within the bounds of the Confidentiality of Statements made to Rape Crisis Personnel 735 ILCS 5/8-802.1. This includes providing 24 hour emergency support, as well as facilitating ongoing support related to the institution's administrative processes on handling sexual violence, domestic violence, dating violence or stalking, providing information and support on reporting to law enforcement agency with jurisdiction over the matter, seeking emergency medical treatment, campus support services or community support services outside of SAFE (when necessary) and information on protective orders. SAFE will provide this service in a manner that protects the student's privacy and rights under the law. Note: SAFE does not directly provide services for domestic violence; however,

SAFE will refer any survivors of such to the appropriate community-based domestic violence support agency.

Section III: SAFE Services and Responsibilities

8. A SAFE advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40 hour training on sexual violence and received required training by ICASA will be on-call to provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provided the contact information of the 24-hour SAFE hotline. Upon receiving a request for SAFE services through the hotline a call is made to the SAFE advocate on call. Upon receiving the call, the SAFE advocate will respond to the request over the phone within 15 minutes.
9. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information, information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made.
10. If the student is within the 11-county area SAFE serves the SAFE advocate can assist with accompaniment to a police station, administrative hearings, or court proceedings. Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.
11. SAFE will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
12. Provide the Institution with brochures and literature on how to contact SAFE in addition to SAFE services and their role as Confidential Advisors to the Institution.
13. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.
14. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

Section IV: The Institution's Services and Responsibilities

Regarding linkage to crisis intervention services for student survivors, the Institution will:

6. Ensure students have knowledge of SAFE hotline number and how to call immediately for assistance. SAFE will provide support to any student survivor of sexual violence regardless of gender or age. The obligation to make a confidential advisor available to all students is outlined in the Preventing Sexual Violence in Higher Education Act.
7. Provide SAFE with up to date information on the Institution's comprehensive policy on preventing sexual violence. This includes but is not limited to information on the administrative processes, campus reporting options, interim protective measures, accommodations, complaint resolution procedures and Title IX Coordinator contact information.
8. Provide SAFE with information on campus support services such as counseling and onsite medical services, if applicable.
9. Adhere to all aspects of the Preventing Sexual Violence in Higher Education Act, including but not limited to allowing SAFE to liaise with necessary campus authorities to secure interim protective measures and accommodations for the survivor.
10. Schedule annual training for any employee of higher education institution who is involved in the receipt of a student report of an alleged incident of sexual violence, domestic violence, dating violence or stalking, the referral or provision of services to a survivor, or any campus complaint resolution procedure that results from an alleged incident of sexual violence, domestic violence, dating violence or stalking. Training will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

Section V: Additional Considerations

Both the Institution and SAFE will designate liaisons to maintain communication between both parties. These liaisons must have access to statistical information regarding services to survivors and be in a position to make decisions should there be a question about policy, procedure, or clarification regarding the roles of SAFE or the Institution.

The liaison for the Institution is:

Name: Libby McVicker
Title: Program Director of Grants & Compliance
Phone: 618-393-3491
Email: mcvickero@iecc.edu

The Liaison for SAFE is:

Name: Cyndi Addison

Title: SAFE Advocate

Phone: 618-244-9330

Email: fayetteinter@yahoo.com

Agreed:

SAFE

By: _____

Name: _____

Title: _____

Institution

By:

Name:

Title:

Agenda Item #9D

Appointment of Board Audit Committee

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: July 20, 2021

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 at that time the Board takes action on the District's required annual audit.

I recommend the board consider the appointment of Trustee John Brooks and Trustee Jan Ridgely to serve as members of the Audit Committee.

RG/akb

Agenda Item #9E
Fiscal Year 2022 Budget

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: July 20, 2021

RE: Fiscal Year 2022 Budget

The Fiscal Year 2022 Budget for Illinois Eastern Community College District No. 529 was mailed to each Board member under separate cover. The preliminary budget was provided and approved by the Board of Trustees at its June 15 regular meeting.

For Fiscal Year 2022, the Operating expenditures of the budget compared to Fiscal Year 2021 are as follows:

	<u>FY22</u>	<u>FY21</u>
Education Fund	\$30,240,879	\$26,462,914
Operations & Maintenance Fund	<u>\$ 4,065,771</u>	<u>\$ 3,752,799</u>
Total Operating Funds	\$34,306,650	\$30,215,713

The District has complied with all the notice and budget hearing requirements for the Fiscal Year 2022 Budget. I ask that the Board approve the Fiscal Year 2022 Budget for Illinois Eastern Community Colleges as presented.

RG/akb

Agenda Item #10

Bid Committee Report

BID COMMITTEE REPORT

July 20, 2021

Lincoln Trail College

1. LTC Natatorium Remodel

Frontier Community College/Lincoln Trail College/ Olney Central College/Wabash Valley College

1. 3D Anatomy Visualization Table & Virtual Dissection Table

TO: Board of Trustees

FROM: Bid Committee

DATE: July 20, 2021

RE: LTC Natatorium Remodel

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

The Bid Committee recommends acceptance of the bid received from Grunloh Construction for a total of \$208,300.

	Grunloh Construction Effingham, IL	L.J. Swingler & Sons Teutopolis, IL	Wolfe Construction Vincennes, IN	Wohltman Construction Effingham, IL
Base Bid	\$196,500	\$208,900	\$254,560	\$219,000
Alternate #1 – Base Angles	\$3,700	\$4,000	\$6,540	\$3,920
Alternate #2 – North & South Column Bases	\$1,600	\$5,600	\$3,204	\$1,680
Alternate #3 – Diving Board Panels	\$6,500	\$7,000	\$12,995	\$6,805
Total	\$208,300	\$225,500	\$277,299	\$231,405

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Source of Funds: Illinois Department of Commerce and Economic Opportunity Grant

Rationale for Purchase: The proposal from Grunloh was the lowest responsible bidder in conformity with the bid specifications.

The “Advertisement for Bids” was placed in The Hometown Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

Lincoln Trail College will receive sealed bids for material and labor required for: The Natatorium Remodel, Robinson, Illinois according to drawings and specifications as prepared by Walk Architecture, LLC, Effingham, Illinois until July 8, 2021 at 10:00 a.m. at IECC District Office, Olney, Illinois at which time and place all bids will be publicly opened and read.

BID SECURITY

A Bid Bond or Certified Check made payable to the Owner in the amount of five percent (5%) of the bid shall be submitted with each bid as guarantee that the bid will not be withdrawn within thirty (30) days after the date of opening of bids, and that the successful bidder will enter into a Contract for the work awarded him.

The successful bidder will be required to furnish a satisfactory Performance Bond and a Labor and Material Payment Bond for the full amount of the bid accepted.

PREVAILING WAGE RATES

Contractors and Subcontractors shall be required to comply with the Prevailing Wage Rates as determined by the Illinois Department of Labor and adopted by the County.

PROPOSAL REJECTION AND IRREGULARITIES

The right is reserved by the Owner to reject any or all bids or waive any informality in any bid and to accept any bid considered advantageous to the Owner.

BID DOCUMENTS

Copies of the Drawings and Specifications may be obtained by Prime Contractors from Walk Architecture, LLC, phone: 217.821.3276, 17125 East 2000th Avenue, Effingham, Illinois by depositing \$50.00 for each set up to two (2) sets. Actual Bidders will be refunded their deposit for the first two sets. Subcontractors (Contractors not bidding direct to Owner) and Material Suppliers will be charged \$25.00 (Non-Refundable) for each set.

TO: Board of Trustees

FROM: Bid Committee

DATE: July 20, 2021

RE: 3D Anatomy Visualization Table & Virtual Dissection Table

The following bid recommendation is based on 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 bid specifications that need to be more specific to allow for a clearer comparison between bidders.

Company	Total Bid
Anatmage Santa Clara, CA	\$298,720
Touch of Life Technologies (Toltech) Aurora, CO	\$272,400

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Life Sciences, Allied Health, and Anatomy.

Source of Funds: Education Fund.

Rationale for Purchase: N/A

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

REQUEST FOR PROPOSAL

ILLINOIS EASTERN COMMUNITY COLLEGES

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for four (4) 3D Anatomy Visualization Table & Virtual Dissection Tables shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 2:00 p.m. local time, on Tuesday, July 13, 2021, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

METHOD OF BIDDING

Unit Costs Bids will be received for the following:

- Life-size virtual digital dissection capability
- Touch screen
- Fully segmented real human 3D anatomy system
- Display individual vascular structures
- Display nerve connections including the cerebral cortex
- Detailed map of spinal nerve innervation
- Physiological pathways including air pathway, blood flow, digestion & GI contrast
- Heart motion and catheter simulation tools
- Content to include anatomy cases, medical simulation technology and pathological examples
- Table should have the ability to be flipped vertically for presentation purposes

Bids should include all items bid as one contract price.

PREPARATION OF BIDS

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

METHOD OF BID EVALUATION

Bids will be awarded to the lowest responsible bidder in conformity with bid specifications.

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

SHIPPING & HANDLING

All freight and delivery must be included in bid.

SPECIAL PROVISIONS

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

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

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

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

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

Illinois Eastern Community College District 529 is an Equal Opportunity Employer.

Specifications for 3D Anatomy Visualization Table & Virtual Dissection Table

3D ANATOMY VISUALIZATION TABLE & VIRTUAL DISSECTION TABLE

- Life-size virtual digital dissection capability
- Touch screen
- Fully segmented real human 3D anatomy system
- Display individual vascular structures
- Display nerve connections including the cerebral cortex
- Detailed map of spinal nerve innervation
- Physiological pathways including air pathway, blood flow, digestion & GI contrast
- Heart motion and catheter simulation tools
- Content to include anatomy cases, medical simulation technology and pathological examples
- Table should have the ability to be flipped vertically for presentation purposes

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO FRONTIER COMMUNITY COLLEGE, 2 FRONTIER DR, FAIRFIELD, IL 62837, LINCOLN TRAIL COLLEGE, 11220 STATE HIGHWAY 1, ROBINSON, IL 62454, OLNEY CENTRAL COLLEGE, 305 N. WEST STREET, OLNEY, IL 62450 & WABASH VALLEY COLLEGE, 2200 COLLEGE DRIVE, MT. CARMEL, IL 62863. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR 30 DAYS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

TOTAL BID \$ _____

APPROX. DELIVERY DATE _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

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

Agenda Item #11

District Finance

A. Financial Report

B. Approval of Financial Obligations

ILLINOIS EASTERN COMMUNITY COLLEGES	
DISTRICT #529	
TREASURER'S REPORT	
June 30, 2021	
FUND	BALANCE
Educational	\$ 10,854,400.63
Operations & Maintenance	1,696,104.67
Operations & Maintenance (Restricted)	2,744,342.45
Bond & Interest	481,081.73
Auxiliary	928,943.71
Restricted Purposes	(366,062.34)
Working Cash	888,587.21
Trust & Agency	454,360.27
Audit	(3,131.43)
Liability, Protection & Settlement	833,686.69
TOTAL ALL FUNDS	<u>\$ 18,512,313.59</u>
Respectfully submitted,	
Ryan Hawkins, Treasurer	

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
June 30, 2021

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 10,869,701	\$ 1,696,105	\$ 2,744,342	\$ 481,082	\$ 949,444	\$ (366,062)
Investments	-	1,503,154	-	-	5,337,256	-
Accounts Receivable	2,080,474	310,633	-	-	282,162	-
Other Receivables	933,596	432	-	-	1,555	176,998
Restricted Cash	-	-	4,012,369	-	-	-
Inventory	-	-	-	-	587,885	-
Other Assets	-	-	-	-	-	474,150
Due From Other Funds	-	-	-	-	-	-
Total Assets	\$ 13,883,771	\$ 3,510,324	\$ 6,756,711	\$ 481,082	\$ 7,158,302	\$ 285,086
LIABILITIES						
Accounts Payable	\$ (3,123)	\$ 5,211	\$ -	\$ -	\$ (35,409)	\$ -
Accrued Payroll Liabilities	(3,923)	-	-	-	-	-
Other Accrued Liabilities	3,540,602	357,150	36,665	-	113,971	-
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	3,533,556	362,361	36,665	-	78,562	-
FUND BALANCES						
Non-Spendable	-	-	-	-	587,885	-
Restricted	-	3,147,963	6,720,046	481,082	-	285,086
Unassigned	10,350,215	-	-	-	6,491,855	-
Total Fund Balances	10,350,215	3,147,963	6,720,046	481,082	7,079,740	285,086
Total Liabilities and Fund Balances	\$ 13,883,771	\$ 3,510,324	\$ 6,756,711	\$ 481,082	\$ 7,158,302	\$ 285,086

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
June 30, 2021

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 888,587	\$ 454,360	\$ (3,131)	\$ 833,687	\$ 18,548,115
Investments	5,405,380	-	-	-	12,245,790
Accounts Receivable	-	-	-	-	2,673,269
Other Receivables	866	992	-	-	1,114,439
Restricted Cash	-	-	-	-	4,012,369
Inventory	-	-	-	-	587,885
Other Assets	-	-	-	-	474,150
Due From Other Funds	-	-	-	-	-
Total Assets	\$ 6,294,833	\$ 455,352	\$ (3,131)	\$ 833,687	\$ 39,656,017
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ (33,321)
Accrued Payroll Liabilities	-	-	-	-	(3,923)
Other Accrued Liabilities	-	-	-	-	4,048,388
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	-	-	-	4,011,144
FUND BALANCES					
Non-Spendable	6,325,000				6,912,885
Restricted	(30,167)		-	833,687	11,437,697
Unassigned	-	455,352	(3,131)	-	17,294,291
Total Fund Balances	6,294,833	455,352	(3,131)	833,687	35,644,873
Total Liabilities and Fund Balances	\$ 6,294,833	\$ 455,352	\$ (3,131)	\$ 833,687	\$ 39,656,017

Illinois Eastern Community Colleges
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
 For the Period Ended June 30, 2021

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES						
Property Taxes	\$ 3,033,692	\$ 1,274,479	\$ -	\$ 2,237,790	\$ -	\$ -
Replacement Taxes	407,879	407,879	-	-	-	-
ICCB Grants	13,360,592	-	-	-	-	431,598
Federal Grants	-	-	-	-	-	9,638,202
Tuition & Fees	10,469,341	1,045,910	-	-	312,389	-
Charges for Services	-	-	-	-	2,233,902	-
Interest	104,682	29,294	52,922	7,427	42,483	20
Other Revenues	5,094,255	339,534	28,356	-	228,775	55,282
Total Revenues	32,470,441	3,097,096	81,278	2,245,217	2,817,549	10,125,102
EXPENDITURES						
Payroll	13,600,286	858,333	-	-	1,478,061	1,822,153
Benefits	2,093,059	219,461	-	-	192,654	436,026
Contractual Services	1,069,664	336,167	154,623	-	272,349	595,302
Supplies	1,084,274	226,674	1,205	-	1,742,213	1,149,292
Travel	96,742	275	-	-	187,311	84,283
Fixed	2,647,226	16,821	-	2,188,350	152,861	66,040
Utilities	53,204	999,667	-	-	390	-
Capital Outlay	198,516	825,746	314,507	-	43,256	314,531
Other	153,280	70	-	-	180,571	194,122
Scholarships, Student Grants, & Waivers	4,897,178	-	-	-	488,692	5,739,520
Total Expenditures	25,893,429	3,483,214	470,335	2,188,350	4,738,358	10,401,269
Excess (Deficiency) of Revenues Over (Under) Expenditures	6,577,012	(386,118)	(389,057)	56,867	(1,920,809)	(276,167)
TRANSFERS						
Net Transfers	(5,201,849)	584,151	3,559,100	-	1,208,598	-
Total Transfers	(5,201,849)	584,151	3,559,100	-	1,208,598	-
Net Change in Fund Balance	1,375,163	198,033	3,170,043	56,867	(712,211)	(276,167)
Fund Balance - Beginning	8,975,052	2,949,930	3,550,003	424,215	7,791,951	561,253
Fund Balance - Ending	\$ 10,350,215	\$ 3,147,963	\$ 6,720,046	\$ 481,082	\$ 7,079,740	\$ 285,086

Illinois Eastern Community Colleges							
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)							
For the Period Ended June 30, 2021							
		Working Cash	Trust & Agency		Liability,		
		Fund	Fund	Audit Fund	Protection and		
					Settlement Fund		Total Funds
REVENUES							
	Property Taxes	\$ -	\$ -	\$ 84,516	\$ 808,912		\$ 7,439,389
	Replacement Taxes	-	-	-	-		815,758
	ICCB Grants	-	-	-	-		13,792,190
	Federal Grants	-	-	-	-		9,638,202
	Tuition & Fees	-	-	-	-		11,827,640
	Charges for Services	-	37,982	-	-		2,271,884
	Interest	31,177	5,674	54	8,099		281,832
	Other Revenues	-	694,794	-	-		6,440,996
	Total Revenues	31,177	738,450	84,570	817,011		52,507,891
EXPENDITURES							
	Payroll	-	-	-	-		17,758,833
	Benefits	-	-	-	59,893		3,001,093
	Contractual Services	-	23,271	78,325	302,832		2,832,533
	Supplies	-	96,172	-	-		4,299,830
	Travel	-	1,987	-	-		370,598
	Fixed	-	5,735	-	238,158		5,315,191
	Utilities	-	-	-	-		1,053,261
	Capital Outlay	-	84,848	-	-		1,781,404
	Other	-	-	-	-		528,043
	Scholarships, Student Grants, & Waivers	-	411,966	-	-		11,537,356
	Total Expenditures	-	623,979	78,325	600,883		48,478,142
	Excess (Deficiency) of Revenues Over (Under) Expenditures	31,177	114,471	6,245	216,128		4,029,749
TRANSFERS							
	Net Transfers	(150,000)	-	-	-		-
	Total Transfers	(150,000)	-	-	-		-
	Net Change in Fund Balance	(118,823)	114,471	6,245	216,128		4,029,749
	Fund Balance - Beginning	6,413,656	340,881	(9,376)	617,559		31,615,124
	Fund Balance - Ending	\$ 6,294,833	\$ 455,352	\$ (3,131)	\$ 833,687		\$ 35,644,873

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2019-2021**

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

College	Category	FISCAL YEAR 2019			FISCAL YEAR 2020			FISCAL YEAR 2021			% of Year
		Budget	Spent Thru June	% of Budget	Budget	Spent Thru June	% of Budget	Budget	Spent Thru June	% of Budget	
Frontier	Bills		\$ 741,106			\$ 750,528			\$ 683,662		
	Payroll		2,267,421			2,137,170			1,907,584		
	Waivers		905,799			685,369			688,664		
	Totals	\$ 4,550,604	3,914,326	86%	\$ 4,370,599	3,573,067	82%	\$ 3,899,789	3,279,910	84%	100%
Lincoln Trail	Bills		1,196,784			1,082,417			\$ 1,807,676		
	Payroll		2,449,750			2,367,847			2,312,794		
	Waivers		760,137			847,819			949,226		
	Totals	\$ 4,788,234	4,406,671	92%	\$ 5,365,117	4,298,083	80%	\$ 4,943,901	5,069,696	103%	100%
Olney Central	Bills		1,582,455			1,478,011			\$ 1,351,710		
	Payroll		4,897,924			4,820,374			4,535,469		
	Waivers		652,724			737,635			722,056		
	Totals	\$ 7,449,755	7,133,103	96%	\$ 7,669,580	7,036,020	92%	\$ 7,047,772	6,609,235	94%	100%
Wabash Valley	Bills		1,336,904			1,316,678			\$ 1,183,101		
	Payroll		3,270,034			3,138,914			3,065,549		
	Waivers		1,347,781			1,484,031			1,171,389		
	Totals	\$ 6,236,897	5,954,719	95%	\$ 6,449,215	5,939,623	92%	\$ 5,978,433	5,420,039	91%	100%
Workforce Educ.	Bills		271,932			242,637			\$ 196,054		
	Payroll		1,218,664			1,087,415			817,986		
	Waivers		2,771,074			2,247,189			1,227,330		
	Totals	\$ 4,258,339	4,261,670	100%	\$ 4,396,670	3,577,241	81%	\$ 3,349,386	2,241,370	67%	100%
District Office	Bills		319,531			305,406			\$ 277,241		
	Payroll		1,197,366			1,114,201			1,022,604		
	Waivers		-			-			-		
	Totals	\$ 1,519,023	1,516,897	100%	\$ 1,551,484	1,419,607	91%	\$ 1,410,117	1,299,845	92%	100%
District Wide	Bills		1,594,204			2,003,393			\$ 2,001,627		
	Payroll		944,564			896,573			796,632		
	Waivers		142,928			201,886			138,514		
	Totals	\$ 2,883,536	2,681,696	93%	\$ 3,107,121	3,101,852	100%	\$ 3,576,315	2,936,773	82%	100%
GRAND TOTALS		\$31,686,388	\$ 29,869,082	94%	\$ 32,909,786	\$ 28,945,493	88%	\$30,205,713	\$ 26,856,868	89%	100%

ILLINOIS EASTERN COMMUNITY COLLEGES

Operating Funds Expense Report

June 30, 2021

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

	FY 2021		FY 2020		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Salaries	14,458,618	53.84%	\$ 15,562,494	53.76%	\$ (1,103,876)
Employee Benefits	2,312,520	8.61%	2,532,137	8.75%	(219,617)	-8.673%
Contractual Services	1,405,831	5.23%	1,272,584	4.40%	133,247	10.471%
Materials	1,310,966	4.88%	1,448,755	5.01%	(137,789)	-9.511%
Travel & Staff Development	97,017	0.36%	154,518	0.53%	(57,501)	-37.213%
Fixed Charges	144,255	0.54%	85,052	0.29%	59,203	69.608%
Utilities	1,052,871	3.92%	1,033,094	3.57%	19,777	1.914%
Capital Outlay	1,024,261	3.81%	544,543	1.88%	479,718	88.096%
Other	5,050,529	18.81%	6,312,316	21.81%	(1,261,787)	-19.989%
	<u>\$ 26,856,868</u>	<u>100.00%</u>	<u>\$ 28,945,493</u>	<u>100.00%</u>	<u>\$ (2,088,625)</u>	<u>-7.216%</u>

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: Ryan Gower
DATE: July 16, 2021
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the July Personnel Report. Additional information for items 400.1, 400.2, 400.3, and 400.8 have been sent under separate cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change in Status**
- 400.3. Special Assignments**
- 400.4. Annual Review of FMLA Leave taken during FY 2021**
- 400.5. Academic Year 2021-2022 Educational Level Change**
- 400.6. Approval of Proposed Non-College Employment**
- 400.7. Approval to Hire Music Instructor at LTC prior to August Board Meeting**
- 400.8. Resignation Ratifications**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Kimberly Wellen, English Instructor, FCC, effective August 10, 2021.
2. Clare Roosevelt, Nursing Instructor, OCC/WVC, effective August 10, 2021.

B. Professional, Non-Faculty, Exempt

1. Julie Dehart, Health Sciences Specialist/MLT Program Director, FCC, effective July 22, 2021.
2. Cassandra Goldman, Program Director of the International Student Program, DO, effective July 26, 2021.

C. Professional, Non-Faculty, Non-Exempt

1. Cole Carter, Broadcast Services Specialist, WVC, effective July 26, 2021.

D. Classified

1. Nickie Daniel, Office Assistant, DO, effective August 2, 2021.
2. Collyn Jewell, Maintenance/Groundskeeper, LTC, effective July 22, 2021.
3. Brittany Longbons, Student Services Specialist, FCC/DO, effective August 2, 2021.

400.2. Change in Status

A. Administrative

1. Laurel Taylor, Director of Business & Finance, Workforce Education, to Associate Dean, Business & Industry, FCC, effective July 21, 2021.

B. Faculty

1. Tosha Baker, Coordinator, TRIO Upward Bound, DO, to Marketing Business Management Instructor, WVC, effective August 10, 2021.

C. Professional Non-Faculty, Non-Exempt

1. Jonathan Leach, TRIO Upward Bound Counselor, DO, to Retention Coordinator, WVC, effective August 9, 2021.

D. Classified

1. Brandi Rich-Beard, Student Services Specialist, OCC, to Advisor/Recruiter, OCC, effective July 21, 2021.

400.3. Special Assignments (Attachment)

400.4. Annual Review of FMLA leave taken during FY 2021

A. Birth of Child

1. 6 weeks
2. 6 weeks
3. 12 weeks
4. 8 weeks

B. Personal Illness

1. 6 weeks
2. 12 weeks
3. 3 weeks
4. 3 weeks

400.5. Academic Year 2021-2022 Educational Level Change

A. Faculty

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Lonnie Barnes	Below AAS	AAS	\$1,000
Tina Lindley	Below AAS	AAS	\$1,000
Cori Stringfellow	B+16	M	\$1,000

400.6. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Academic Year</u>
Becky Coleman	Good Samaritan Hospital Olney, IL	36

400.7. Approval to Hire Music Instructor at LTC Prior to August Board Meeting

400.8. Resignation Ratifications

A. Faculty

1. Rebecca Carmack, Vocal/Instrumental Music Instructor, LTC, effective August 1, 2021.

B. Professional, Non-Faculty, Exempt

1. Linda Shidler, Director of Academic Success Center, OCC, effective July 22, 2021.

C. Professional Non-Faculty, Non-Exempt

1. Dana Hart, Coordinator of Employment & Benefits, DO, effective July 24, 2021.

D. Classified

1. Tracy Chastain, Maintenance/Custodian, OCC, effective July 13, 2021.

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment

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

	Funding Source	Estimated Budget								
Student Center - WVC	CDB	\$4,029,400	_____							
Temp Building Replacement - LTC	CDB	\$1,495,500	_____							
Center for Technology - LTC	CDB	\$11,160,000	_____							
Applied Arts Building Roof - WVC	CDB	\$295,000	_____							
Applied Technology Center - OCC	CDB	\$3,076,400	_____							
Power Hub - WVC	CDB	\$300,000	_____							
LTC - Natatorium HVAC	PHS	\$276,305	_____	_____	_____	_____	_____	_____	_____	_____
LTC - Performing Arts Building	Local	\$853,800	_____	_____	_____	_____	_____	_____	_____	_____
DW - HVAC Replacements	PHS	\$1,786,230	_____	_____						
WVC - Pool Infill	PHS	\$285,500	_____	_____						
FCC - Mason Hall Classroom Remodel	Title III	\$239,900	_____	_____						
LTC - Crawford County Recreational Center	Local	\$3,733,000	_____							
GRAND TOTAL		\$27,640,859	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted