

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

November 16, 2021



Location:

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

<https://zoom.us/j/93079173002>

Meeting ID: 930 7917 3002

Dial-in number: 1 312 626 6799

Dinner & Meeting – 6:15 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**

November 16, 2021

6:15 p.m.

**Olney Central College
OCC Banquet Room**

<https://zoom.us/j/93079173002>

Meeting ID: 930 7917 3002

Dial-in number: 1 312 626 6799

1. Call to Order & Roll CallChairman Carter
2. Disposition of Minutes Chancellor Gower
3. Public Hearing 2021 Tax LevyChairman Carter
4. Recognition of Visitors and GuestsGower
 - A. Visitors and Guests
 - B. IECEA Representative
5. Public Comment
6. Reports
 - A. Trustees
 - B. Chancellor
 - C. Presidents
 - D. Cabinet
7. Policy First Reading (and Possible Approval)Gower
 - A. Policy 400.20 FMLA
8. Policy Second Reading.....Gower
 - A. None
9. Staff Recommendations for Approval
 - A. 2022 IECC Holiday CalendarGower
 - B. 2022 IECC Board Meeting DatesGower
 - C. Certification of Tax Levy for Calendar Year 2021..... Hawkins
 - D. Certification of Compliance with the Truth in Taxation Law Hawkins
 - E. GASB Designation of Tax Levy Year Hawkins
 - F. Affiliation Agreements.....Gower

IECC Standard Agreement- Lavender Ridge
Non-Standard Clinical & Non-Clinical Agreement- Healthcare Therapy Services (HTS),
Carle Foundation

10. Bid Committee Report.....Gower
A. None
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
Approval of Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty
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 the Cafeteria, at Lincoln Trail College, , Robinson, Illinois, Tuesday, October 19, 2021.

AGENDA #1 – “Call to Order & Roll Call” – Chairman Gary Carter called the meeting to order at 6:15 p.m. and directed the Secretary to call the roll.

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

John D. Brooks, Gary Carter, Brenda K. Culver, Alan Henager, Barbara Shimer, Brady Waldrop. Absent was Sania Borum, student trustee. Trustees absent: Jan Ridgely. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Ryan Gower, Chancellor.

Jay Edgren, President of Frontier Community College.

Zahi Atallah, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Matt Fowler, President of Wabash Valley College.

Alex Cline, Director of Information & Communications Technology.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Andrea McDowell, Director of Human Resources.

Renee Smith, Board Secretary.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, September 21, 2021 were presented for disposition.

Board Action to Approve Minutes: Trustee Henager made a motion to approve minutes of the September 21, 2021 meeting as prepared. Trustee 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, and the Chair declared the “Ayes” have it and the motion carried.

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

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

#3-B. IECEA Representative: IECC faculty member Andrew King was recognized.

AGENDA #4 – “Public Comment” – None

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: Trustee Shimer reported on the high number of her high school alumni who expressed appreciation for the educational benefits they received at Lincoln Trail College.

#5-B. Report from Chancellor: Chancellor Gower reviewed current issues facing the District, including the impact of restrictions on the District by the Covid 19 Pandemic. He also discussed the enrollment management efforts and Andrea Loll reported on enrollment management progress district wide to date and plans yet to be implemented.

#5-C. Report from Presidents: Reports were presented from each of the colleges.

#5-D. Report from Cabinet: None.

AGENDA #6 – “Policy First Readings (and Possible Approval)” – The following revised policies were presented for approval:

Policy 100.36 Sex Offender Registration

BOARD OF TRUSTEES – 100

Sex Offender Registration (100.36)

Date Adopted: August 15, 2017

Revised: October 19, 2021 (Pending Board Approval)

IECC is dedicated to ensuring the safety of its students and employees in compliance with federal law, the Campus Sex Crimes Prevention Act, and state law, the Illinois Sex Offender Registration Act, [730 ILCS 150/3](#), which requires ~~students and employees~~ sex offenders or sexual predators to register, within three days, at the College or University in which they attend or are employed. The purpose of this Policy and corresponding procedure is to ~~outline~~ **document** IECC’s registration requirements for students or employees who are convicted sex offenders or sexual predators, and who are required to register as such, pursuant to these

~~Illinois Sex Offender Registration Acts. Due to the presence of minors, IECC has the right to limit access by sex offenders to courses, programs, and areas on campus.~~

~~Within three days of enrollment, admittance, or employment at IECC, or upon the conviction of a sexual offense that requires registration pursuant to the Illinois Sex Offender Registration Act, any student or employee that is required to register as a sex offender pursuant to the Illinois Sex Offender Registration must register with the Assistant Dean of Student Services at the College of attendance or the IECC Human Resources Department at the District Office (if an employee).~~

IECC requires convicted students to register as a sex offender/predator in Student Services upon enrollment/admittance to college. Students who neglect to self-identify by the third day of beginning school (or within 3 days of a sexual offense conviction that requires registration) may be subject to immediate expulsion. ~~Any student or~~ Employees who fails to register with Human Resources ~~the appropriate District official~~ within three days of ~~enrollment, admittance, employment,~~ or conviction, as required by the Acts, will be subject to ~~immediate expulsion from the College or~~ dismissal from employment ~~with the District.~~

The Campus Sex Crimes Prevention Act also requires institutions of higher education to issue a statement advising the campus community where to obtain law enforcement agency information provided by a state concerning registered sex offenders. IECC complies by providing a link to this information in the academic catalog and on the iecc.edu website.

Policy 500.8 Student Conduct

STUDENT - 500

~~**Policy on Student Conduct Policy (500.8)**~~

Date Adopted: December 19, 1989

Revised: February 21, 2006

Revised: October 19, 2021 (Pending Board Approval)

~~Regulations shall be adopted for student conduct, based on the Board's belief that students are considered to have reached an age of responsible citizenship and are expected to conduct themselves in a responsible manner both on and off campus.~~ Illinois Eastern Community Colleges is committed to the personal growth, integrity, freedom of civility, respect, compassion, health, and safety of its students, employees, and community. To accomplish this commitment, IECC is dedicated to providing an environment that is free from discrimination, harassment, retaliation, and harmful behavior that hinders students, employees, or community members from pursuing IECC education or services. IECC has established the Student Code of Conduct (SCC) to communicate its expectations of students and to ensure a fair process for determining responsibility and appropriate sanctions when a student's behavior deviates from those expectations. IECC sanctions are independent of other sanctions that may be imposed by other agencies as a result of civil or criminal prosecution.

Students, through the act of registration at ~~one of the~~ Illinois Eastern Community Colleges, obligate themselves to obey all rules and regulations ~~which the institution formulates and publisheds~~ in the college catalog, ~~program or the~~ and student handbooks, and/or on the website.

Policy 100.15 Tobacco/Smoke Free Campus

BOARD OF TRUSTEES - 100

Tobacco-free/Smoke-free Campus Policy (100.15)

Date Adopted: December 17, 1996

Revised: October 15, 2013

Revised: September 16, 2014

Revised: June 16, 2015

Revised: July 17, 2018

Revised: October 19, 2021 (Pending Board Approval)

The Board of Trustees of Illinois Eastern Community Colleges recognizes the importance of providing a healthy environment for students, staff, and the general public in compliance with the Illinois Smoke Free Campus Act (Public Act 98-0985). In addition to smoking, the District further extends the prohibition to include tobacco products and the littering of tobacco product remains or any other related tobacco waste product on District property.

As of July 1, 2015, smoking and the use of tobacco products is prohibited on all IECC property, both indoors and outdoors, with the only exception being persons in non-District owned or leased vehicles.

This policy applies to any individual on IECC property, including but not limited to students, faculty, staff, contractors, subcontractors, volunteers, members of the public, business invitees, and visitors to the college. This policy is applicable twenty-four (24) hours a day, seven (7) days a week and will be communicated to all through conspicuous signage. Maps depicting the locations where smoking and tobacco use are prohibited will be posted on the IECC website.

Students in violation of this policy shall be subject to the sanctions described in the Student Code of Conduct; all others ~~Persons who purposely violate this policy~~ shall be subject to appropriate disciplinary action.

Definitions

“Smoking” means (1) lighting or burning any type of matter or substance that contains tobacco, including but not limited to cigarettes, cigars, cigarillos, pipes, beedies, kreteks, water pipes, bong, and hookahs; (2) lighting or burning of non-tobacco plants or marijuana (including medical marijuana); and (3) using electronic cigarettes, electronic vaporizing devices, personal vaporizers, or electronic nicotine delivery systems, or any electronic inhaler that is meant to simulate and substitute for tobacco smoking.

“Tobacco Products” means all forms of tobacco, including but not limited to cigarettes, cigars, cigarillos, smokeless tobacco, snuff, chewing tobacco, or any other similar tobacco product.

“IECC Property” means any property owned, leased, occupied, operated or otherwise controlled by Illinois Eastern Community Colleges, including but not limited to vehicles, academic and auxiliary buildings, entrances to buildings, classrooms, laboratories, residence halls, elevators, stairwells, restrooms, roofs, meeting rooms, hallways, lobbies, conference facilities, athletic complexes, exterior open spaces, lots, driveways, loading docks, sidewalks, and walkways, and as further set forth on the Tobacco-Free Campus Map for each college.

Policy 500.20 Academic Standing

STUDENT – 500

Academic Requirements Standing Policy (500.20)

Date Adopted: October 20, 1998

Revised: December 13, 2005

Revised: March 15, 2016

Revised: XXXXXXXX, 2021 (Pending Board Approval)

Illinois Eastern Community Colleges is committed to the academic success of its students. Academic standards have been established and measures taken to ensure satisfactory progress is being made by students toward their chosen program of study and/or declared objectives. A student’s academic progress is reflected in his/her academic standing, which is determined at the close of each grading period. Procedures describe IECC’s academic standing classifications and the basis for the classifications.

~~Any student whose cumulative grade point average falls below a C (2.0), after earning 12 credit hours, will be placed on academic probation. [Moved to procedure.]~~

~~A student on academic probation must earn at least a C (2.0) average in the term immediately following placement on academic probation, or the student will be dropped from the degree program. A student then must maintain a C (2.0) average in the term following such dismissal from the degree program to remain in the college. [Moved to procedure.]~~

~~A student who is placed on academic probation and who earns a C average in the term(s) following placement on academic probation will remain on academic probation until such time as the student's cumulative grade point average returns to C (2.0). [Moved to procedure.]~~

~~Notice of academic deficiency will appear on the student's transcript by semester. Each college and/or academic program will establish procedures to give timely warning of deficiency and its consequences to students. Deficiency warnings will be sent to all students to inform them that they are on academic probation. [Moved to procedure.]~~

~~When the student achieves a cumulative GPA of C (2.0), then he or she will have returned to academic good standing. [Moved to procedure.]~~

~~Students who are participating in Illinois Eastern Community Colleges International Student Program may not enroll in on-line courses without permission from the Program Director of International Students, in recognition of the significant learning experience which occurs through cultural immersion in a classroom environment.~~

Board Action: Trustee John Brooks made a motion to approve the revised policies of agenda items #6A through #6D and Trustee Barbara Shimer made a motion to second 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, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

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

AGENDA #8 – “Staff Recommendations for Approval” – The following staff recommendations were presented for approval.

#8-A. Memorandum of Understanding WVC Small World and WADI: Chancellor Gower presented an agreement between Illinois Eastern Community Colleges/Wabash Valley College Small World Child Care Center and Wabash Area Development Incorporated ‘s (WADI) Head Start program. The agreement is listed in full in the board agenda.

Board Action: Trustee Al Henager made a motion to approve the Memorandum of Understanding between IECC/WVC and WADI 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, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. 403(b) Plan Amendment 2021: CFO Ryan Hawkins informed the Board that employees participating in the 403(b) Plan now have the opportunity to withdraw penalty free funds for expenses related to the birth of a child and the cost of adoption. CFO Hawkins recommended this amendment to the current 403(b) Plan that will allow that qualified withdrawal.

Board Action: Trustee Barbara Shimer made a motion to approve the 403(b) Plan amendment to allow withdrawal of plan funds for expenses related to the birth of a child and adoption. 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, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Resolution Establishing Tax Levy Hearing: CFO Ryan Hawkins reviewed the resolution establishing a tax levy hearing. The Chancellor recommended approval of the following resolution as outlined by CFO Hawkins and to establish a tax levy hearing.

RESOLUTION
ESTIMATED 2021 TAX LEVY
HEARING

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for 2021 for taxes due and collectible in 2022:

1. Date of Fiscal Year: July 1, 2022 – June 30, 2023.
2. Publication of Notice of Public Hearing on Tax Levy: After October 26, 2021 and before November 2, 2021.
3. Public Hearing on Tax Levy: November 16, 2021, at the hour of 6:15 p.m. local time, Olney Central College, Olney, Illinois.
4. Adoption of Tax Levy: November 16, 2021, following the Public Hearing.

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

Chairman, Board of Trustees Date

Secretary, Board of Trustees Date

Board Action: Trustee John Brooks made a motion to approve the resolution establishing a tax levy hearing. 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, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting

ay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. 2021 Estimated Tax Levy Resolution: CFO Ryan Hawkins recommended the following estimated tax levy resolution for 2021 as follows:

**RESOLUTION REGARDING ESTIMATED AMOUNTS
NECESSARY TO BE LEVIED FOR THE YEAR 2021**

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

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

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2020 was:

Education Purposes	\$3,081,822
Operations and Maintenance Purposes	1,320,781
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	1,075,000
Protection, Health, and Safety Purposes	150,000
Audit	<u>80,000</u>
Total	\$5,707,603

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2021 is as follows:

Education Purposes	\$3,185,000
Operations and Maintenance Purposes	1,385,000

Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	1,090,000
Protection, Health and Safety Purposes	225,000
Audit	<u>70,000</u>
Total	\$5,955,000

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

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2020 was \$1,818,370; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2021 is \$2,184,211.

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

- Section 1:** The aggregate amount of taxes estimated to be levied for the year 2021, exclusive of bond and interest costs, is \$5,955,000.
- Section 2:** The aggregate amount of taxes estimated to be levied for the year 2021, exclusive of bond and interest costs, does not exceed 105% of the taxes extended by the district in the year 2020.
- Section 3:** The aggregate amount of taxes estimated to be levied for the year 2021 for debt service is a 20.1% increase from the taxes extended for debt service for 2020.
- Section 4:** Public notice shall be given in the following newspapers of general circulation in said district,

Marshall Advocate, Clark County
 Robinson Daily News, Crawford County
 Toledo Democrat, Cumberland County
 The Prairie Post, Edwards County
 McLeansboro Gazette, Hamilton County
 Lawrenceville Daily Record, Lawrence County

Wayne County Press, Wayne County
The Hometown Register, Clay County, Jasper County,
Richland County, Wabash County & White County

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

NOTICE OF PROPOSED TAX INCREASE FOR

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2021 will be held on November 16, 2021, at 6:15 p.m. at Olney Central College, Olney, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Ryan Hawkins, Chief Financial Officer, 233 East Chestnut Street, Olney, IL 62450; phone: 618.393.2982.

- II. The corporate and special purpose property taxes extended or abated for the year 2020 were \$5,707,603.

The proposed corporate and special purpose property taxes to be levied for 2021 are \$5,955,000. This represents a 4.3% increase over the previous year extension.

- III. The property taxes extended for debt service for 2020 were \$1,818,370.

The estimated property taxes to be levied for debt service and public building commission leases for 2021 are \$2,184,211. This represents a 20.1% increase from the previous year.

- IV. The total property taxes extended or abated for 2020 were \$7,525,973.

The estimated total property taxes to be levied for 2021 are \$8,139,211. This represents an 8.1% increase over the previous year extension.

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

ADOPTED this 19th day of October 2021.

BOARD OF TRUSTEES

ILLINOIS EASTERN COMMUNITY COLLEGES

COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS,
HAMILTON, JASPER, LAWRENCE, WABASH,
WAYNE, AND WHITE

STATE OF ILLINOIS

By: _____

Chairman

ATTEST: _____

Secretary

Board Action: Trustee John Brooks made a motion to adopt the 2021 estimated tax levy 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, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Resolution Authorizing Approval of 2020 Newton Station Settlement: Chancellor Gower reviewed a proposed settlement between the IECC District and Vistra Energy, owners of the coal-fired power plant located in Newton, Illinois. Dr. Gower recommended approval of the settlement as follows:

2020 NEWTON STATION SETTLEMENT AGREEMENT

This **2020 NEWTON STATION SETTLEMENT AGREEMENT** (the “*Agreement*”) is made this ____ day of _____, 2021 by and among:

Illinois Power Generating Company, an Illinois corporation, is the owner of the real property which is subject matter of this Agreement and is a subsidiary of Vistra Corp. a Delaware Corporation (collectively, “*Vistra*”); and

The Jasper County Treasurer and Collector of Taxes; Jasper County; South Muddy Township; Jasper County Multi-Township Assessing District; Jasper County Unit School District #1; Wade Community Fire Protection District; Newton Public Library; Illinois Eastern Community Colleges District 529; University of Illinois Extension, Jasper/Cumberland Unit; North Muddy Township; Wade Township; Smallwood Township; Clay City Fire District; Dieterich Fire District (collectively referred to as the “*Taxing Districts*”); and

The Jasper County Supervisor of Assessments and the Jasper County Board of Review (collectively, the “*Assessing Officials*”).

Background

A. Vistra owns the Newton Power Station located in South Muddy Township, Jasper County, Illinois and described for tax purposes by the PINs shown on Exhibit A (the “*Newton Station*”).

B. The Newton Station is a coal-fired power plant with two generating units hereinafter referred to as “Newton Unit 1” and “Newton Unit 2.” As of the date of this agreement, Newton Unit 1 is in continued operation and Newton Unit 2 is not in operation. On September 29, 2020 Vistra publicly announced plans to retire Newton Unit 1 by the end of 2027.

C. The Taxing Districts constitute all of the municipal entities with jurisdiction to levy property taxes against the Newton Station.

D. A dispute exists between the Vistra and the Taxing Districts involving the real property assessed valuation of the Newton Station for the 2020 tax year through the 2024 tax year.

E. In light of the retirement of Newton Unit 2 and the announced and anticipated retirement of the Newton Unit 1, the parties desire to settle the current controversy involving the assessment of the Newton Station and to provide appropriate payments in lieu of taxes and assessments for tax years 2020, 2021, 2022, 2023 and 2024.

F. Vistra and the Taxing Districts enter into this Agreement pursuant to Section 200/9-45 of the Illinois Property Tax Code (35 ILCS 200/9-45), as in effect on the date this Agreement becomes effective, Article VII, Section 10(a) of the Illinois Const. Art. VII § 10(a), the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. (1992),

the corporate authority of Vistra, and all other applicable authority of the Assessing Officials and the Taxing Districts.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the recital provisions set forth above are incorporated into the body of this Agreement as if fully set forth herein and the undersigned agree as follows:

1. Circuit Court Action; Approval of Agreement. Within fifteen (15) days after this Agreement has been fully executed by the Parties, Vistra will file a declaratory judgment action or other litigation in the Circuit Court for County (the “Circuit Court”) seeking a declaration from the Circuit Court as to the Parties’ rights and obligations under this Agreement and seeking approval of this Agreement, pursuant to Section 200/9-45 of the Illinois Property Tax Code (35 ILCS 200-45). Each Taxing District shall file its Appearance in such litigation and the parties shall jointly request the Circuit Court approve this Settlement Agreement pursuant to 35ILCS 200/9-45. None of the provisions of this Agreement shall be of any force or effect until this Agreement has been approved and an order has been entered by the Circuit Court.

2. Joint Motion and Entry of Appearance. Each party will sign the Entry of Appearance and Joint Motion to Approve Settlement attached hereto requesting the Circuit Court of Jasper County to enter a declaratory judgement approving this agreement pursuant to 35 ILCS 200/9-45. The Jasper County State’s Attorney is authorized to appear for the Taxing Districts in the declaratory judgment action and to file the Joint Motion on behalf of the Taxing Districts and County Officials, unless a party is represented by independent counsel who appears on its behalf.

3. Assessments of Plant for 2020, 2021, 2022, 2023 and 2024. For tax years 2020, through 2024, unless increased as provided in Paragraph 4 or terminated under Paragraph 7, Newton Station shall be assessed so that the equalized assessed values (“EAV”) after the imposition of all multipliers shall be as shown on Exhibit A. The total EAV of the Plant as provided under this Agreement shall not be affected by any subsequent subdivision of Plant property or assignment of new or different parcel numbers to the Plant.

4. EAV Increases. Subject to Section A, below, the EAV set forth in Exhibit A shall not be increased or decreased for assessment years 2020 through 2024, unless this Agreement is terminated as provided in Paragraph 7. If this agreement is terminated under Paragraph 7, the assessment for the year after termination may be set at a value higher or lower than specified herein and all parties shall have their statutory rights of appeal.

A. Exception for Commercial Solar Energy System. If a commercial solar energy system as defined in 35 ILCS 200/10-720, (including energy storage systems constructed in combination with a solar energy system) is constructed on the Newton Station, then the commercial solar energy system will be assessed according to statute and the assessed value of the commercial solar energy system will increase the assessments provided in this Agreement.

5. Payments in Lieu of Taxes. In addition to taxes paid pursuant to the equalized assessed values set forth in Exhibit A, Vistra shall make Payments in Lieu Of Taxes (PILOTs) as follows:

A. **PILOTs.** On or before the due date for the final installment of property taxes as shown in the tax bill for each respective year, Vistra shall make a separate payment in lieu of taxes (“PILOT”) to the Jasper County Treasurer for the benefit of the Taxing Districts in the following amounts:

2020 (payable 2021): \$1,500,000

2021 (payable 2022): \$1,500,000

2022 (payable 2023): \$1,100,000

2023 (payable 2024): \$ 750,000

2024 (payable 2025): \$. 600,000

B. **Distribution of PILOTs.** The Treasurer shall calculate the percentage of the taxes extended against the Newton Station for the current tax year for each Taxing District. Not later than thirty days after the Treasurer receives the PILOT payment from Vistra, the Treasurer will disburse the PILOTs to the appropriate taxing bodies in accordance with each district’s percentage of the total taxes extended against the Plant for the current year.

Example: Assume that for 2020 the total taxes extended against the Plant were \$1,000,000 of which based on 2020 Taxing District tax rates \$600,000 (60%) was attributable to the Jasper County Unit School District #1. The Treasurer would distribute 60% of the 2020 PILOT to County Unit School District #1. ($\$600,000 / \$1,000,000 = 60\%$). A similar calculation and distribution will be made for each Taxing District.

6. **Additional Educational PILOT.** On or before the due date for the final installment of property taxes as shown in the tax bill for each respective year, Vistra shall make an additional Educational PILOT directly to the Jasper County Unit School District #1 sent to the Jasper County Unit School District #1 District Office in the following amounts:

2020 (payable 2021): \$200,000

2021 (payable 2022): \$150,000

2022 (payable 2023): \$100,000

2023 (payable 2024): \$ 75,000

2024 (payable 2025): \$ 50,000

7. **Termination.** This agreement shall terminate under the following conditions.

A. Termination in the Event of MISO Action. The Newton Station is operated within and regulated by the Midcontinent Independent Transmission Operator (MISO). If (a) MISO approves an Attachment Y notification from Vistra seeking authorization to place Unit 1 into extended reserve shut down (Mothball Status); or (b) MISO finds that Unit 1 is not needed for reliability and may be retired, then this agreement shall terminate December 31 of the same year as the date of the MISO approval of Attachment Y. Thereafter the Plant shall be assessed at its fair cash value as provided by statute and all parties shall have their statutory rights to appeal the assessment at their discretion

EXAMPLE: MISO approves the retirement of Newton Unit 1 on June 1, 2022. This agreement will terminate on December 31, 2022. The December 31, 2022 termination of this agreement means that the 2022 assessment will be governed by this Agreement; but the 2023 assessment (and subsequent years) will be set at fair cash value independent of this agreement. Vistra will make the 2022 PILOT payment and 2022 Educational PILOT (due with the second installment of the 2022 taxes payable in 2023); but will not be liable for any PILOT for subsequent years.

B. Termination in the Event of Certain Legislative Action. If legislation is signed into law that requires Vistra to pay additional taxes, fees, or charges of any kind as a consequence of closing coal plants in Illinois, and any of the Taxing Districts benefit from such taxes, fees, or charges, then Vistra shall have the option to terminate this Agreement on or after the effective date of such legislation

EXAMPLE: Legislation with an effective date of June 1, 2022, requires Vistra to pay an additional tax, fee, or charge as a consequence of closing coal plants in Illinois benefiting one or more of the Taxing Districts and Vistra terminates this agreement on June 1, 2022. The June 1, 2022, termination of this agreement means that the 2023 assessment (and subsequent years) will be set at fair cash value independent of this agreement. Vistra will not make the 2022 PILOT (otherwise due in 2023) payment and 2022 Educational PILOT (otherwise due in 2023), or any PILOT for subsequent years.

C. Termination in the Event of Reopening of Unit 2 or Announced Non-Retirement of Unit 1. If Newton Unit 2 is removed from retirement and is “open” as defined in this Paragraph 7 or if Vistra and/or its successors and/or assigns publicly reverses its decision to retire Newton Unit 1 by publicly announcing that Newton Unit 1 will not be retired and will remain “open” beyond January 1, 2028, then either party may, at its option, terminate this agreement on December 31 of the same year as the date that Newton Unit 2 becomes “open” or the date that Vistra and/or its successors and/or assigns publicly reverses its decision to retire Newton Unit 1 and announces that Newton Unit 1 will remain “open” beyond January 1, 2028. For this Section, “open” means used in an income producing capacity by the generation of electricity or is on MISO System Support Resource (SSR) status.

EXAMPLE: Vistra publicly announces on June 1, 2022, that Newton Unit 1 will remain open beyond December 31, 2027. Either the Taxing Districts or Newton Unit 1's owner has the option to terminate on December 31, 2022. The December 31, 2022, termination of this agreement means that the 2022 assessment will be governed by this Agreement; but the 2023 assessment (and subsequent years) will be set at fair cash value independent of this agreement. Vistra will make the 2022 PILOT payment and 2022 Educational PILOT (due with the second installment of the 2022 taxes payable in 2023); but will not be liable for any PILOT for subsequent years.

8. Appeal Rights Limited. Neither Vistra nor the Taxing Districts shall request that the Assessing Officials set an equalized assessed valuation on Newton Station in an amount other than that set forth in Exhibit A. So long as the Assessing Officials set the equalized assessed valuation in the amount set forth in Exhibit A, neither Vistra nor the Taxing Districts shall file any appeal with the Jasper County Board of Review or the Property Tax Appeal Board or seek any judicial or administrative review therefrom.

9. Each Party to Bear Its Own Legal Fees and Costs. Each Party to this Agreement shall bear its own legal fees, appraisal fees, expert witness fees and other costs associated with the Assessment Disputes and the resolution thereof, and no Party to this Agreement shall be entitled to seek reimbursement of such fees or costs from another Party to this Agreement, other than as provided in Paragraph 11.

10. Cooperation to Remove Multipliers. If the imposition of a multiplier by the Department of Revenue or any other agency of the State of Illinois or by the Taxing Officials would result in an EAV which differs, for any year, from the amount specified in this Agreement, the Parties shall make all efforts to correct the aforesaid valuation by any statutory means (such as certificates of error) prior to the due date of tax payments.

11. Specific Performance; Reimbursements; Attorneys' Fees/Costs.

(A) **Specific Performance.** During the term of this agreement, for any assessment year that the Plant is assessed at a value other than as set forth in Exhibit A, Vistra and the Taxing Districts shall have the right to seek specific performance of this Agreement including, *inter alia*, by seeking an order of mandamus against the Treasurer or the Supervisor of Assessments and/or the Board of Review of Jasper County, with a court of competent jurisdiction to enforce the terms of this Agreement. In the event an action for specific performance is brought, the undersigned Parties waive the claim or defense that the moving Party has an adequate remedy at law.

(B) If for any reason an EAV is set inconsistently with the terms of this Agreement, and an action to enforce the terms of this Agreement under Paragraph 11(A) is not brought, or is unsuccessful for any reason, then the Party (or Parties) benefitted by such EAV shall make a payment as follows:

1. **Reimbursement by Taxing Districts.** If, for any year, a Taxing District receives additional property taxes because the EAV is set at a value higher than as provided in this Agreement, then the Taxing District shall make a reimbursement payment to Vistra in an amount equal to the difference between (x) the property taxes that should have been paid pursuant to this Agreement, and (y) the property taxes actually received by the Taxing District based on the Plant EAV.

2. **Additional PILOT payment by Vistra.** If, for any year, Vistra pays less in property taxes because the EAV is set at a value lower than as provided in this Agreement, then Vistra shall make a PILOT payment to the Jasper County Treasurer on behalf of the Taxing Districts in an amount equal to the difference between (x) the property taxes Vistra should have paid pursuant to this Agreement, and (y) the property taxes Vistra actually paid.

3. **Payment Due Date.** Payments due under this Paragraph 11(B) will be made no later than forty-five (45) days after the property taxes have been paid. If not timely paid, the payments shall bear interest at the same rate as the tax bill.

(C) Attorneys' Fees. If either Vistra or any Taxing District fails to make a payment required under Paragraph 11(B) and such failure persists for 30 days after written notice, that failure shall give rise to an action at law to enforce the terms of this Agreement in any court of competent jurisdiction.

12. Modification. No amendment, modification, restatement, supplement, termination or waiver of or to, or consent to any departure from, any provisions of this Agreement shall be effective unless the same shall be in writing and signed on behalf of each of the Parties hereto. Any waiver of any provision of this Agreement and any consent to any departure by a Party from the terms of any provisions of this Agreement shall be effective only in the specified instance and for the specific purpose for which given.

13. Authorization. Each Party to this Agreement represents that it has all requisite power and authority to enter into this Agreement and to consummate the settlement and transactions contemplated by this Agreement. Each Party to this Agreement represents that the execution and delivery of this Agreement by such Party and the consummation of the settlement and transactions contemplated hereby have been duly authorized by all necessary action (including all necessary approvals by boards, commissions or councils) on the part of such Party. Wherever the authorization by a board, commission or council is required, the action of a majority of the

members of such board, commission or council shall constitute the due authorization of such board, commission or council. This Agreement constitutes the valid and binding obligation of each Party enforceable against each Party in accordance with its terms.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

15. Negotiated Agreement. This Agreement is the result of negotiations between the Parties and their respective counsel, and no Party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party.

16. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will constitute one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

**ILLINOIS POWER GENERATING
COMPANY**

By: _____

Print: _____

Its: _____

SOUTH MUDDY TOWNSHIP

By: _____

Print: _____

Its: _____

**JASPER COUNTY UNIT SCHOOL
DISTRICT #1**

**WADE COMMUNITY FIRE
PROTECTION DISTRICT**

By: _____

By: _____

Print: _____

Print: _____

Its: _____

Its: _____

NEWTON PUBLIC LIBRARY

**ILLINOIS EASTERN COMMUNITY
COLLEGES DISTRICT 529**

By: _____

By: _____

Print: _____

Print: _____

Its: _____

Its: _____

**UNIVERSITY OF ILLINOIS EXTENSION,
JASPER/CUMBERLAND UNIT**

**CLINTON BIGARD, JASPER
COUNTY TREASURER**

By: _____

By: _____

Print: _____

Print: _____

Its: _____

Its: _____

JASPER COUNTY BOARD OF REVIEW

**JASPER COUNTY SUPERVISOR
OF ASSESSMENTS**

By: _____

By: _____

Print: _____

Print: _____

Its: _____

Its: _____

NORTH MUDDY TOWNSHIP

By: _____

Print: _____

Its: _____

WADE TOWNSHIP

By: _____

Print: _____

Its: _____

SMALLWOOD TOWNSHIP

By: _____

Print: _____

Its: _____

CLAY CITY FIRE DISTRICT

By: _____

Print: _____

Its: _____

DIETERICH FIRE DISTRICT

By: _____

Print: _____

Its: _____

JASPER COUNTY

By: _____

Print: _____

Its: _____

JASPER COUNTY MULTI-TWP. ASSESSING DIST.

By: _____

Print: _____

Its: _____

APPENDIX A

EQUALIZED ASSESSED VALUES

2020 EAV

PARCEL NUMBER	LAND	BUILDING	TOTAL
--------------------------	-------------	-----------------	--------------

58-06-24-300-003*	1,310		1,310
58-06-25-200-001*	29,870	64,845	94,715
58-06-36-200-001*	17,400	49,755	67,155
58-11-01-200-001*	18,575	50,310	68,885
58-11-12-200-001*	17,270	47,250	64,520
58-11-13-400-001*	13,045	37,455	50,500
58-11-13-400-004*	43,495	12,860	56,355
58-11-14-300-004***	1,270		1,270
58-11-14-400-007***	3,445	2,100	5,545
58-11-15-400-008	26,100		26,100
78-12-19-100-001	91,880		91,880
78-12-19-300-002	4,350		4,350
78-12-30-100-001	7,585		7,585
78-12-30-300-001	12,785		12,785
83-11-21-400-002	26,100		26,100
83-11-22-200-001	225,225		225,225
83-11-23-100-003***	110,090		110,090
83-11-23-100-004***	2,820		2,820
83-11-23-100-005***	113,250		113,250
83-11-23-100-006***	27,890		27,890

83-11-23-200-001***	81,860		81,860
83-11-23-200-002***	37,630		37,630
83-11-23-200-003***	47,025		47,025
83-11-23-200-004***	55,890		55,890
83-11-23-200-005***	3,385		3,385
83-11-23-300-001	204,440	18,266,905	18,471,345
83-11-24-100-001	277,940	-	277,940
83-11-25-100-001	278,335		278,335
83-11-26-100-001	278,380		278,380
83-11-27-100-001	278,380		278,380
83-11-28-200-002	34,825		34,825
83-11-34-100-001	278,380		278,380
83-11-35-100-001	252,280		252,280
83-11-36-100-001	56,540		56,540
83-16-02-100-001	187,035		187,035
83-16-03-100-001	283,420		283,420
83-16-04-400-001	69,160		69,160
83-16-10-100-001****	278,380	511,895	790,275
83-16-11-100-001	40,960		40,960
90-12-17-100-008	8,700		8,700
90-12-17-100-009	7,610		7,610
90-12-17-300-001	1,085		1,085
90-12-17-300-003	8,700		8,700

90-12-18-200-010	13,050		13,050
90-12-18-300-003	9,735		9,735
90-12-18-300-004	11,355		11,355
90-12-18-300-005	9,735		9,735
90-12-18-400-001	68,655		68,655
TOTALS	3,956,625	19,043,375	23,000,000

2021 EAV

PARCEL NUMBER	LAND	BUILDING	TOTAL
58-06-24-300-003*	1,310		1,310
58-06-25-200-001*	29,870	64,845	94,715
58-06-36-200-001*	17,400	49,755	67,155
58-11-01-200-001*	18,575	50,310	68,885
58-11-12-200-001*	17,270	47,250	64,520
58-11-13-400-001*	13,045	37,455	50,500
58-11-13-400-004*	43,495	12,860	56,355
58-11-14-300-004***	1,270		1,270
58-11-14-400-007***	3,445	2,100	5,545
58-11-15-400-008	26,100		26,100

78-12-19-100-001	91,880		91,880
78-12-19-300-002	4,350		4,350
78-12-30-100-001	7,585		7,585
78-12-30-300-001	12,785		12,785
83-11-21-400-002	26,100		26,100
83-11-22-200-001	225,225		225,225
83-11-23-100-003***	110,090		110,090
83-11-23-100-004***	2,820		2,820
83-11-23-100-005***	113,250		113,250
83-11-23-100-006***	27,890		27,890
83-11-23-200-001***	81,860		81,860
83-11-23-200-002***	37,630		37,630
83-11-23-200-003***	47,025		47,025
83-11-23-200-004***	55,890		55,890
83-11-23-200-005***	3,385		3,385
83-11-23-300-001	204,440	16,266,905	16,471,345
83-11-24-100-001	277,940	-	277,940

83-11-25-100-001	278,335		278,335
83-11-26-100-001	278,380		278,380
83-11-27-100-001	278,380		278,380
83-11-28-200-002	34,825		34,825
83-11-34-100-001	278,380		278,380
83-11-35-100-001	252,280		252,280
83-11-36-100-001	56,540		56,540
83-16-02-100-001	187,035		187,035
83-16-03-100-001	283,420		283,420
83-16-04-400-001	69,160		69,160
83-16-10-100-001****	278,380	511,895	790,275
83-16-11-100-001	40,960		40,960
90-12-17-100-008	8,700		8,700
90-12-17-100-009	7,610		7,610
90-12-17-300-001	1,085		1,085
90-12-17-300-003	8,700		8,700
90-12-18-200-010	13,050		13,050

90-12-18-300-003	9,735		9,735
90-12-18-300-004	11,355		11,355
90-12-18-300-005	9,735		9,735
90-12-18-400-001	68,655		68,655
TOTALS	3,956,625	17,043,375	21,000,000

2022 EAV

PARCEL NUMBER	LAND	BUILDING	TOTAL
58-06-24-300-003*	1,310		1,310
58-06-25-200-001*	29,870	64,845	94,715
58-06-36-200-001*	17,400	49,755	67,155
58-11-01-200-001*	18,575	50,310	68,885
58-11-12-200-001*	17,270	47,250	64,520
58-11-13-400-001*	13,045	37,455	50,500
58-11-13-400-004*	43,495	12,860	56,355
58-11-14-300-004***	1,270		1,270
58-11-14-400-007***	3,445	2,100	5,545
58-11-15-400-008	26,100		26,100

78-12-19-100-001	91,880		91,880
78-12-19-300-002	4,350		4,350
78-12-30-100-001	7,585		7,585
78-12-30-300-001	12,785		12,785
83-11-21-400-002	26,100		26,100
83-11-22-200-001	225,225		225,225
83-11-23-100-003***	110,090		110,090
83-11-23-100-004***	2,820		2,820
83-11-23-100-005***	113,250		113,250
83-11-23-100-006***	27,890		27,890
83-11-23-200-001***	81,860		81,860
83-11-23-200-002***	37,630		37,630
83-11-23-200-003***	47,025		47,025
83-11-23-200-004***	55,890		55,890
83-11-23-200-005***	3,385		3,385
83-11-23-300-001	204,440	10,266,905	10,471,345
83-11-24-100-001	277,940	-	277,940

83-11-25-100-001	278,335		278,335
83-11-26-100-001	278,380		278,380
83-11-27-100-001	278,380		278,380
83-11-28-200-002	34,825		34,825
83-11-34-100-001	278,380		278,380
83-11-35-100-001	252,280		252,280
83-11-36-100-001	56,540		56,540
83-16-02-100-001	187,035		187,035
83-16-03-100-001	283,420		283,420
83-16-04-400-001	69,160		69,160
83-16-10-100-001****	278,380	511,895	790,275
83-16-11-100-001	40,960		40,960
90-12-17-100-008	8,700		8,700
90-12-17-100-009	7,610		7,610
90-12-17-300-001	1,085		1,085
90-12-17-300-003	8,700		8,700
90-12-18-200-010	13,050		13,050

90-12-18-300-003	9,735		9,735
90-12-18-300-004	11,355		11,355
90-12-18-300-005	9,735		9,735
90-12-18-400-001	68,655		68,655
TOTALS	3,956,625	11,043,375	15,000,000

2023 EAV

PARCEL NUMBER	LAND	BUILDING	TOTAL
58-06-24-300-003*	1,310		1,310
58-06-25-200-001*	29,870	64,845	94,715
58-06-36-200-001*	17,400	49,755	67,155
58-11-01-200-001*	18,575	50,310	68,885
58-11-12-200-001*	17,270	47,250	64,520
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58-11-14-300-004***	1,270		1,270
58-11-14-400-007***	3,445	2,100	5,545
58-11-15-400-008	26,100		26,100

78-12-19-100-001	91,880		91,880
78-12-19-300-002	4,350		4,350
78-12-30-100-001	7,585		7,585
78-12-30-300-001	12,785		12,785
83-11-21-400-002	26,100		26,100
83-11-22-200-001	225,225		225,225
83-11-23-100-003***	110,090		110,090
83-11-23-100-004***	2,820		2,820
83-11-23-100-005***	113,250		113,250
83-11-23-100-006***	27,890		27,890
83-11-23-200-001***	81,860		81,860
83-11-23-200-002***	37,630		37,630
83-11-23-200-003***	47,025		47,025
83-11-23-200-004***	55,890		55,890
83-11-23-200-005***	3,385		3,385
83-11-23-300-001	204,440	5,266,905	5,471,345
83-11-24-100-001	277,940	-	277,940

83-11-25-100-001	278,335		278,335
83-11-26-100-001	278,380		278,380
83-11-27-100-001	278,380		278,380
83-11-28-200-002	34,825		34,825
83-11-34-100-001	278,380		278,380
83-11-35-100-001	252,280		252,280
83-11-36-100-001	56,540		56,540
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83-16-03-100-001	283,420		283,420
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90-12-17-100-008	8,700		8,700
90-12-17-100-009	7,610		7,610
90-12-17-300-001	1,085		1,085
90-12-17-300-003	8,700		8,700
90-12-18-200-010	13,050		13,050

90-12-18-300-003	9,735		9,735
90-12-18-300-004	11,355		11,355
90-12-18-300-005	9,735		9,735
90-12-18-400-001	68,655		68,655
TOTALS	3,956,625	6,043,375	10,000,000

2024 EAV

PARCEL NUMBER	LAND	BUILDING	TOTAL
58-06-24-300-003*	1,310		1,310
58-06-25-200-001*	29,870	64,845	94,715
58-06-36-200-001*	17,400	49,755	67,155
58-11-01-200-001*	18,575	50,310	68,885
58-11-12-200-001*	17,270	47,250	64,520
58-11-13-400-001*	13,045	37,455	50,500
58-11-13-400-004*	43,495	12,860	56,355
58-11-14-300-004***	1,270		1,270
58-11-14-400-007***	3,445	2,100	5,545
58-11-15-400-008	26,100		26,100

78-12-19-100-001	91,880		91,880
78-12-19-300-002	4,350		4,350
78-12-30-100-001	7,585		7,585
78-12-30-300-001	12,785		12,785
83-11-21-400-002	26,100		26,100
83-11-22-200-001	225,225		225,225
83-11-23-100-003***	110,090		110,090
83-11-23-100-004***	2,820		2,820
83-11-23-100-005***	113,250		113,250
83-11-23-100-006***	27,890		27,890
83-11-23-200-001***	81,860		81,860
83-11-23-200-002***	37,630		37,630
83-11-23-200-003***	47,025		47,025
83-11-23-200-004***	55,890		55,890
83-11-23-200-005***	3,385		3,385
83-11-23-300-001	204,440	266,905	471,345
83-11-24-100-001	277,940	-	277,940

83-11-25-100-001	278,335		278,335
83-11-26-100-001	278,380		278,380
83-11-27-100-001	278,380		278,380
83-11-28-200-002	34,825		34,825
83-11-34-100-001	278,380		278,380
83-11-35-100-001	252,280		252,280
83-11-36-100-001	56,540		56,540
83-16-02-100-001	187,035		187,035
83-16-03-100-001	283,420		283,420
83-16-04-400-001	69,160		69,160
83-16-10-100-001****	278,380	511,895	790,275
83-16-11-100-001	40,960		40,960
90-12-17-100-008	8,700		8,700
90-12-17-100-009	7,610		7,610
90-12-17-300-001	1,085		1,085
90-12-17-300-003	8,700		8,700
90-12-18-200-010	13,050		13,050

90-12-18-300-003	9,735		9,735
90-12-18-300-004	11,355		11,355
90-12-18-300-005	9,735		9,735
90-12-18-400-001	68,655		68,655
TOTALS	3,956,625	1,043,375	5,000,000

Board Action: Trustee John Brooks made a motion to approve the settlement agreement with Vistra as presented. 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, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Affiliation Agreements: The Chancellor recommended approval of affiliation agreements as listed in full in the Board Agenda. Affiliation agreements presented for approval were between IECC and:

Burge House
Harsha Behavioral Center
Helia Healthcare
Jasper County Health Department
ProRehab
Providence Medical Group
Richland County Health Department
Richland Nursing & Rehab
Rachel A. Winters, M.D.
Lawrence County Memorial Hospital
Encompass Health Deaconess Rehabilitation Hospital
Select Rehab
St. Anthony's Memorial Hospital
Union Hospital

Board Action: Trustee Barbara Shimer made a motion to approve the fourteen affiliation agreements as presented. 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, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees

voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 - "Bid Committee Report" – Chancellor Ryan Gower reviewed the following Bid Committee report that address the cost of a remodeling project in the former swimming pool area at Wabash Valley and for whole body manikins for instructional use in the Physical Therapy Assistant Program at Wabash Valley College. Chancellor Gower recommended it be approved as presented.

TO: Board of Trustees
FROM: Bid Committee
DATE: October 19, 2021
RE: Former Pool Remodeling Project

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 John Flach Builders for a total of \$232,200.

Company	Base Bid	Base Bid Plus AB-2	Total Bid
Arc Construction Co. Evansville, IN	\$232,000	\$50,000	\$282,000
Empire Contractors, Inc. Evansville, IN	\$218,400	\$19,500	\$237,900
John Flach Builders Teutopolis, IL	\$208,900	\$23,300	\$232,200

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Wabash Valley College.

Source of Funds: 2020 PHS Bonds.

Rationale for Purchase: The proposal from John Flach Builders 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.

TO: Board of Trustees

FROM: Bid Committee

DATE: October 19, 2021

RE: (2) Nursing Simulator Manikins for WVC’s Physical Therapy Assistant Program

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 Laerdal Medical Corporation for a total of \$72,527.77.

Company	Total Bid
CAE Healthcare Sarasota, FL	\$27,300.64
Laerdal Medical Corporation Wappingers Falls, NY	\$72,527.77
Pocket Nurse Monaca, PA	\$78,635.60

Respectfully submitted,

Ryan Gower
Ryan Hawkins
Renee Smith

Department: Physical Therapist Assistant AAS Program.

Source of Funds: Education Fund.

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

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

Board Action: Trustee Al Henager made a motion to approve the Bid Committee Report recommendations as presented. 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, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 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 September 30, 2021.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for October 2021, totaling \$989,077.48 were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Al Henager made a motion to approve payment of district financial obligations for October 2021, 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, Barbara Shimer, Brady Waldrop. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #12 - “Approval of Executive Session Minutes” - The following actions were taken relative to executive session minutes.

#12-A. Written Executive Session Minutes: The Board of Trustees did not hold an executive meeting at the September 21, 2021 meeting.

#12-B. Audio Recording of Executive Session: The Board of Trustees did not hold an executive meeting at the September 21, 2021 meeting.

AGENDA #13 – “Approval of Personnel Report” – The Chancellor recommended approval of the following Personnel Report as presented by Human Resource Director Andrea McDowell.

400.1. Employment of Personnel

A. Faculty

1. Joseph Myers, Workforce Education Instructor, effective November 1, 2021.

B. Classified

1. Holly Burns, TRIO Upward Bound Counselor, WVC/DO, effective October 25, 2021.
2. Dakota Hulett, Groundskeeper, OCC, effective October 25, 2021.
3. Whitney McCullough, TRIO Upward Bound Counselor, LTC/DO, effective October 25, 2021.
4. Tiffany Starwalt, Student Services Specialist, OCC, effective October 25, 2021.
5. Robin Zachary, Custodian, LTC, effective October 25, 2021.
6. Cathy Ziegler, Student Services Specialist, LTC, effective October 25, 2021.

C. Classified, Temporary

1. Tyler Akers, Site Facilitator, DO, effective October 1, 2021.
2. Tyler Beehn, Site Facilitator, DO, effective October 1, 2021.
3. Wanda Jones, Site Facilitator, DO, effective October 13, 2021.
4. Zachary Wingert, Site Facilitator, DO, effective September 28, 2021.

400.2. Change in Status

A. Professional, Non-Faculty, Exempt

1. Ashley Bigard, Advising Specialist, Title III, OCC, to Project Director, Title III, OCC, effective October 25, 2021, pending Department of Education approval.

400.3. Special Assignments

A. Classified

1. Julie Bullard, Program Advisor, Allied Health, OCC, \$500, Fall 2021.
2. Linda Horn, Program Advisor, Allied Health, OCC, \$1,000, Fall 2021.

400.4. Resignation Ratification

A. Faculty

1. Brittany Caparas, Nursing Instructor, LTC/OCC, effective December 4, 2021.

B. Professional Non-Faculty, Non-Exempt

1. Tyler Burr, Coordinator of Public Information & Marketing, WVC, effective January 15, 2022.

C. Classified

1. Christina Nation, Office Assistant, FCC, effective October 9, 2021.
2. Kimberly Hambleton, Program Assistant, Workforce Education, effective October 27, 2021.

Board Action to Approve Personnel Report: Trustee Brenda Culver made a motion to approve the foregoing 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, Barbara Shimer, Brady Waldrop. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #14 – “Collective Bargaining” – None.

AGENDA #15 – “Litigation” – Chancellor Gower provided an update on litigation.

AGENDA #16 – “Other Items” – None.

AGENDA #17 – “Adjournment” - Trustee Brenda Culver made a motion to adjourn. Trustee Al Henager seconded the motion. The Chair asked the trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting adjourned at 7:49 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Public Hearing 2021 Tax Levy

Agenda Item #4

Recognition of Visitors and Guests

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

Agenda Item #5

Public Comment

Agenda Item #6

**Reports
Trustees
Chancellor
Presidents
Cabinet**

Agenda Item #7

Policy First Reading (and Possible Approval)

A. Policy 400.20 FMLA

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: November 16, 2021

RE: Revisions to Human Resources Policy 400.20

The Family Medical Leave Act entitles eligible employee to take unpaid, job-protected leave for specified family and medical reasons. This policy update strengthens the language and reflects an update to allow IECC to require available paid leave to be utilized before taking unpaid leave.

I recommend the Board waive the second reading and approve the revisions to Policy 400.20.

RG/sc

Attachment

Family and Medical Leave Policy (400.20)

Date Adopted: December 14, 1993

Revised: October 21, 2003

Revised: April 15, 2008

Revised: September 15, 2009

Revised: April 21, 2020

Revised: June 16, 2020

Revised: January 19, 2021

Revised: November 16, 2021 (Pending Board Approval)

~~**Emergency Extended FMLA Leave.** In accordance with the Families First Coronavirus Response Act Illinois Eastern Community Colleges has created an additional type of leave under FMLA. This leave is available by law April 1, 2020 through March 31, 2021.~~

~~**Eligibility for Emergency Extended FMLA Leave:** The employee must be
employed by IECC at least 30 calendar days.~~

~~**Qualifying Reasons for Emergency Extended FMLA Leave:** The
employee is unable to work or telework due to a need for time off to care for the
employee's child who is under 18 years of age because the child's school or place of
care has been closed, or the child care provider of the employees' child is unavailable,
due to a public health emergency.~~

~~**Length of Leave:** The employee may take up to 12 weeks of leave.~~

~~**Pay During Leave:** The first 10 days are unpaid, but the employee may substitute paid leave.
After the 10 days of leave, IECC will pay the employee at a rate not less than two-thirds
of the employee's usual rate of pay. Pay shall be no more than \$200 per day and
\$10,000 total, per the Act.~~

~~Barring future extension of this legislation, the Emergency Extended FMLA Leave section of this act shall expire at midnight on March 31, 2021. Illinois Eastern Community Colleges will remain in compliance with future extensions of this or comparable legislation directing the use of Emergency Extended FMLA.~~

The Leave Policy. Illinois Eastern Community Colleges complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees or up to 26 weeks of military caregiver leave. ~~You are eligible to take up to 12 weeks of unpaid family/medical leave for reasons 1, 2, 3, 4, and 5 and up to 26 weeks of unpaid family/medical leave for reason 6 within any 12 month period and be restored to the same or an equivalent position upon your return from leave provided you: (1) have worked for the District for at least 12 months, and worked at least 1250 hours in the last 12 months; and (2) are employed at a worksite that has 50 or more employees within a 75 mile radius. The "12-month period" is a rolling period measured backward from the date a leave under this policy is to begin.~~

Eligible Employees.

- Have worked at least twelve (12) months for Illinois Eastern Community Colleges.
- Have worked at least 1,250 hours for Illinois Eastern Community Colleges over the twelve (12) months preceding the date the leave would commence.
- Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

Reasons For Leave. ~~If you are eligible, you may take up to 12 weeks of family/medical leave for any combination.~~To qualify as FMLA under this policy, the leave must be for one of the following reasons:

- ~~(1) the birth of a son or daughter and in order to care for such son or daughter child and to care for the newborn child within one year of birth;~~
- ~~(2) the placement of a son or daughter with you with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;~~
- ~~(3) to care for a spouse, son, daughter, or parent ("covered family member") with a serious health condition;~~
- ~~(4) because of your own serious health condition which renders you unable to perform the essential functions of your position;~~
- ~~(5) because of any qualifying exigency (as will be defined by the Secretary of Labor's final regulations) arising out of the fact that the employee's spouse, or a son, daughter, or parent of the employee is a covered military member on "covered active duty"; or (or has been notified or an impending call or order to active duty) in the Armed Forces in support of a contingency operation; and~~
- ~~(6) up to 26 weeks to care for a spouse, parent, child or an individual for whom you are the nearest blood relative who has a serious injury or illness that was incurred in the line of duty while on active military duty, if the injury or illness may render the servicemember medically unfit to perform the duties of his military position. Leave for this reason "6" may be taken only once and must be completed within one 12-month period.~~

Amount of Leave. An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. IECC will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, IECC will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract

it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, the District will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for IECC may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

~~Any FMLA leave taken by an employee for reasons "1-5" will reduce the 26 weeks of available leave for reason "6." As a result, if an employee requests injured servicemember leave (reason 6); the maximum leave allowed will be up to 26 weeks, less any FMLA leave already used in the same 12-month period for reasons "1-5."~~

~~Leave because of reasons "1" or "2" must be completed within the 12-month period beginning on the date of birth or placement. Employees who request leave for reasons "5" and "6" may take a combined aggregate total of 26 weeks of leave during any 12-month period. In addition, spouses employed by the District who request leave because of reasons "1" or "2" or to care for an ill parent may only take a combined aggregate total of 12 weeks leave for such purposes during any 12-month period. Spouses employed by the District who request leave because of reason "5" and "6" or in combination with reason "1", "2", "3" and "4" may take an combined aggregate total of 26 weeks of leave.~~

You may not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. If you misrepresent facts in order to be granted an FMLA leave, you will be subject to immediate termination.

Notice of Leave. If your need for family/medical leave is foreseeable, you must give the District at least 30 days prior written notice. Failure to provide such notice may be grounds for delay or denial of leave. Where the need for leave is not foreseeable, you are expected to notify the District as soon as practicable, generally within 1 to 2 business days of learning of your need for leave. The District has Request for Family/Medical Leave forms available on the Intranet or from the Human Resource Department. You should use this form when requesting leave.

Certification. If you are requesting leave ~~due to being a covered military member, under reason "5"~~ you must supply notification of the call to duty order.

Medical Certification. If you are requesting leave because of your own or a covered family member's serious health condition or servicemember's serious injury or illness, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification Forms from the Director of Human Resources. The medical certification must be given within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of leave until it is provided. The District, at its' expense, may require an examination by a second health care provider designated by the District, if reasonable doubt exists concerning the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the District, at its' expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The District may also require medical recertification periodically during the leave, and employees may be required to present a fitness-for-duty verification upon their return to work following a leave for the employee's own illness.

Approval of Leave. The Board grants authority to the ~~Chief Executive Officer~~ Chancellor to approve Family and Medical Leave. FMLA Leave should only be approved if the request for leave is made timely, meets the requirements as set forth by the current federal statute, and is approved by both the ~~Chief~~

~~Executive Officer Chancellor~~ and the Director of Human Resources after a review of the application and certification materials, and the finding that such materials meet the current guidelines.

In June of each fiscal year, the ~~Chief Executive Officer Chancellor~~ shall report to the Board of Trustees the number of FMLA leaves granted, a summary of the nature of the requests and the reasons for approval. This report shall not include the names of any individuals granted FMLA leave and all data reported to the Board of Trustees shall be such that it would not disclose the identity of any employee.

The Board of Trustees reserves the right to make inquiry to the ~~Chief Executive Officer Chancellor~~ and Director of Human Resources at any time on the number of FMLA leaves granted, but the Board shall not request the specific name of any employee.

Reporting While On Leave. If you take leave because of your own serious health condition or to care for a covered family member, you may be required to contact your supervisor on a regular basis regarding the status of the condition and your intention to return to work. For leaves for other purposes, you may be periodically required to report on your status and intent to return to work.

~~**Leave Is Unpaid.** Family/medical leave is unpaid leave. If you request leave because of a birth, adoption or foster care placement of a child, or to care for a covered family member with a serious health condition, or to care for an injured servicemember any accrued paid vacation and personal days you have may be substituted and used for unpaid family/medical leave. If you request leave because of your own serious health condition, any accrued paid vacation, personal days, and sick time you have may be substituted and used for any unpaid family/medical leave. In addition, the District's short term and/or long term disability may apply as part of the 12-week leave period when the leave is requested due to your serious health condition or the birth of a child.~~

~~An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal time, or sick leave prior to being eligible for unpaid leave.~~

~~Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.~~

~~An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave, or sick leave (as long as the reason for the absence is covered by the IECC's sick leave policy) prior to being eligible for unpaid leave.~~

~~At the Board's discretion, the substitution of paid leave time for unpaid leave time will not extend the maximum leave allowed beyond the 12-week or 26-week maximum provided under the FMLA.~~

Medical And Other Benefits. During an approved family/medical leave, the District will maintain your health benefits, as if you continued to be actively employed. ~~While on paid leave, The District will continue to make payroll deductions to collect the employee's share of insurance premiums. If paid leave is substituted for unpaid family/medical leave, the District will deduct your portion of any plan premium as a regular payroll deduction.~~ If your leave is unpaid, you must pay your portion of the premium during the leave. Your dependent health care coverage may cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you may be required to reimburse the District for the cost of the premiums paid by the District for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Exemption For Key Employees. Certain “key” employees (i.e., the highest paid 10% of employees at a worksite or within a 75 mile radius of that worksite and who are salaried) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the District. The District will notify you if you qualify as a “key” employee, if the District intends to deny reinstatement, and of your rights in such instances.

Intermittent And Reduced Schedule Leave. Leave because of a serious health condition or for an injured servicemember may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. **For the birth, adoption or foster care of a child, The District and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of a child.**

If leave is unpaid, After all paid leave is exhausted, the District will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave for planned medical treatment, the District may temporarily transfer you to an available alternative position which better accommodates your recurring leave, and which has equivalent pay and benefits.

Other Applicable Leaves. FMLA leave will run concurrently with any other applicable leave. For instance, short-term disability or worker’s compensation leave will be simultaneously designated as FMLA leave as well, if the leave is also FMLA qualifying.

Returning From Leave. If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, you have no greater right to reinstatement or other benefits and conditions of employment than if you had not taken leave. You must return to work immediately after the expiration of your approved FMLA leave in order to be reinstated to your position or an equivalent position.

If you take leave because of your own serious health condition, you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification forms from the Director of Human Resources. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

Agenda Item #8

Policy Second Reading

Agenda Item #9

Staff Recommendations for Approval

Agenda Item #9A

2022 IECC Holiday Calendar

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: November 16, 2021
RE: 2022 Holiday Calendar

Attached is a proposed schedule of holidays for Illinois Eastern Community Colleges' full-time staff for Calendar Year 2022. The Board will note the addition of Juneteenth to the IECC Holiday Calendar

On June 16, 2021, Governor Pritzker signed legislation that makes June 19 – Juneteenth Emancipation Day – a paid holiday for state workers and public school employees. On June 17, 2021, President Biden signed similar legislation making June 19 a national holiday. On years when June 19 falls on a weekend, the state and federal holiday is to be observed on the closest working weekday.

I request Board approval of the 2022 Holiday Calendar.

RG/sc

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES

**Holidays for
Administrative, Technical,
Professional Non-Faculty,
Clerical & Maintenance Staff**

Calendar Year 2022

Monday	January 17	Martin Luther King Jr. Day
Monday	February 21	President's Day
Friday	April 15	Spring Holiday
Monday	May 30	Memorial Day
Monday	June 20	Juneteenth Observed
Monday	July 4	Independence Day
Monday	September 5	Labor Day
Monday	October 10	Columbus Day
Friday	November 11	Veterans Day
Thursday	November 24	Thanksgiving
Friday	November 25	Thanksgiving
	December 20-23	Winter Break
Monday	December 26	Christmas Day Observed
	December 27-30	Winter Break
Monday	January 2	New Year's Day

Agenda Item #9B

2022 IECC Board Meeting Dates

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: November 16, 2021
RE: Board Meeting Dates and Locations for 2022

The Illinois Community College Act requires that the Board annually set meeting dates, times and locations of Board meetings for the upcoming calendar year. The attached resolution sets forth that the Trustees will meet on the third Tuesday of every month except the December meeting shall be the second Tuesday of the month. The following are the meeting dates and locations for the IECC Board of Trustees for 2022.

I recommend approval of this resolution.

RG/sc

Attachment

Board Meeting Dates

2022

Tuesday, January 18, 2022, 6:15 p.m., Lincoln Trail College

Tuesday, February 15, 2022, 6:15 p.m., Olney Central College

Tuesday, March 15, 2022, 6:15 p.m., Wabash Valley College

Tuesday, April 19, 2022, 6:15 p.m., Frontier Community College

Tuesday, May 17, 2022, 6:15 p.m., Lincoln Trail College

Tuesday, June 21, 2022, 6:15 p.m., Olney Central College

Tuesday, July 19, 2022, 6:15 p.m., Wabash Valley College

Tuesday, August 16, 2022, 6:15 p.m., Frontier Community College

Tuesday, September 20, 2022, 6:15 p.m., Lincoln Trail College

Tuesday, October 18, 2022, 6:15 p.m., Olney Central College

Tuesday, November 15, 2022, 6:15 p.m., Wabash Valley College

Tuesday, December 13, 2022, 6:15 p.m., Frontier Community College

Agenda Item #9C

Certification of Tax Levy for Calendar Year 2021

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: November 16, 2021

RE: Certification of Tax Levy for Calendar Year 2021

It is time for the Board to certify IECC's tax levies. Absent bonds issued in the Spring of 2020, the proposed tax rate for calendar year 2021 is a modest reduction from the rate used calendar year 2020. The Certificate of Tax Levy is attached for your review. Prior years' information is also presented for comparison purposes.

In addition to the education and building fund, this certificate of tax levy will carry the statement that an additional levy must be made by each County Clerk for the outstanding bond issue and tort liability, workmen's compensation, audit, unemployment, Medicare, Protection, Health & Safety and other insurance.

The tax rate for calendar year 2021 is estimated at 44.40 cents per \$100 in equalized assessed valuation. The following table details the tax rate by levy line compared with the prior year:

	2021 Est. Tax Rate	2020 Tax Rate	\$ Change
Education	0.1750	0.1750	-
Operations & Maintenance	0.0750	0.0750	-
Tort	0.0416	0.0455	(0.0039)
Audit	0.0039	0.0045	(0.0006)
Medicare	0.0133	0.0136	(0.0003)
PHS	0.0111	0.0075	0.0036
Worker's Comp	0.0028	0.0020	0.0008
Bonds	0.1213	0.1007	0.0206
Total	0.4440	0.4238	0.0202

I recommend that the Certificate of Tax Levy for calendar year 2021 be approved as presented.

RG/akb

Attachments

CERTIFICATE OF TAX LEVY

Richland, Clark, Clay, Crawford, Cumberland,

Community College District No. 529 County(ies) Edwards, Hamilton, Jasper, Lawrence, Wayne, Wabash & White

Community College District Name Illinois Eastern Community Colleges District #529 and State of Illinois

We hereby certify that we require:

the sum of \$ 3,175,000 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and

the sum of \$ 1,375,000 to be levied as a tax for operations and maintenance purposes (110 ILCS 805/3-1), and

the sum of \$ 0 to be levied as an additional tax for educational and operations and maintenance purposes (110 ILCS 805/3-14.3), and

the sum of \$ 750,000 to be levied as a special tax for purposes of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/9-107), and

the sum of \$ 240,000 to be levied as a special tax for Social Security and Medicare insurance purposes (40 ILCS 5/21-110 and 5/21-110.1), and

the sum of \$ 70,000 to be levied as a special tax for financial audit purposes (50 ILCS 310/9), and

the sum of \$ 200,000 to be levied as a special tax for protection, health and safety purposes (110 ILCS 805/3-20.3.01), and

the sum of \$ 50,000 to be levied as a special tax for (specify) worker's compensation & unemployment purposes, on the taxable property of our community college district for the year 2021.

Signed this 16th day of November 2021.

Chairman of the Board of Said Community College District

Secretary of the Board of Said Community College District

When any community college district is authorized to issue bonds, the community college board shall file in the office of the county clerk in which any part of the community college district is situated a certified copy of the resolution providing for their issuance and levying a tax to pay them. The county clerk shall each year during the life of a bond issue extend the tax for bonds and interest set forth in the certified copy of the resolution. Therefore, to avoid a possible duplication of tax levies, the community college board should not include in its annual tax levy a levy for bonds and interest.

Number of bond issues of said community college district which have not been paid in full 3.

This certificate of tax levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December.

.....
(Detach and return to Community College District)

This is to certify that the Certificate of Tax Levy for Community College District No. _____ County(ies) of _____
_____ and State of Illinois on the equalized assessed value of all taxable
property of said community college district for the year 20_____ was filed in the office of the County Clerk of this county on
_____, 20_____.

In addition to an extension of taxes authorized by levies made by the board of said community college district and additional extension(s) will be made, as authorized by resolution(s) on file in this office, to provide funds to retire bonds and pay interest thereon. The total amount, as approved in the original resolution(s), for said purpose for the year 20____ is \$_____.

Date

County Clerk and County

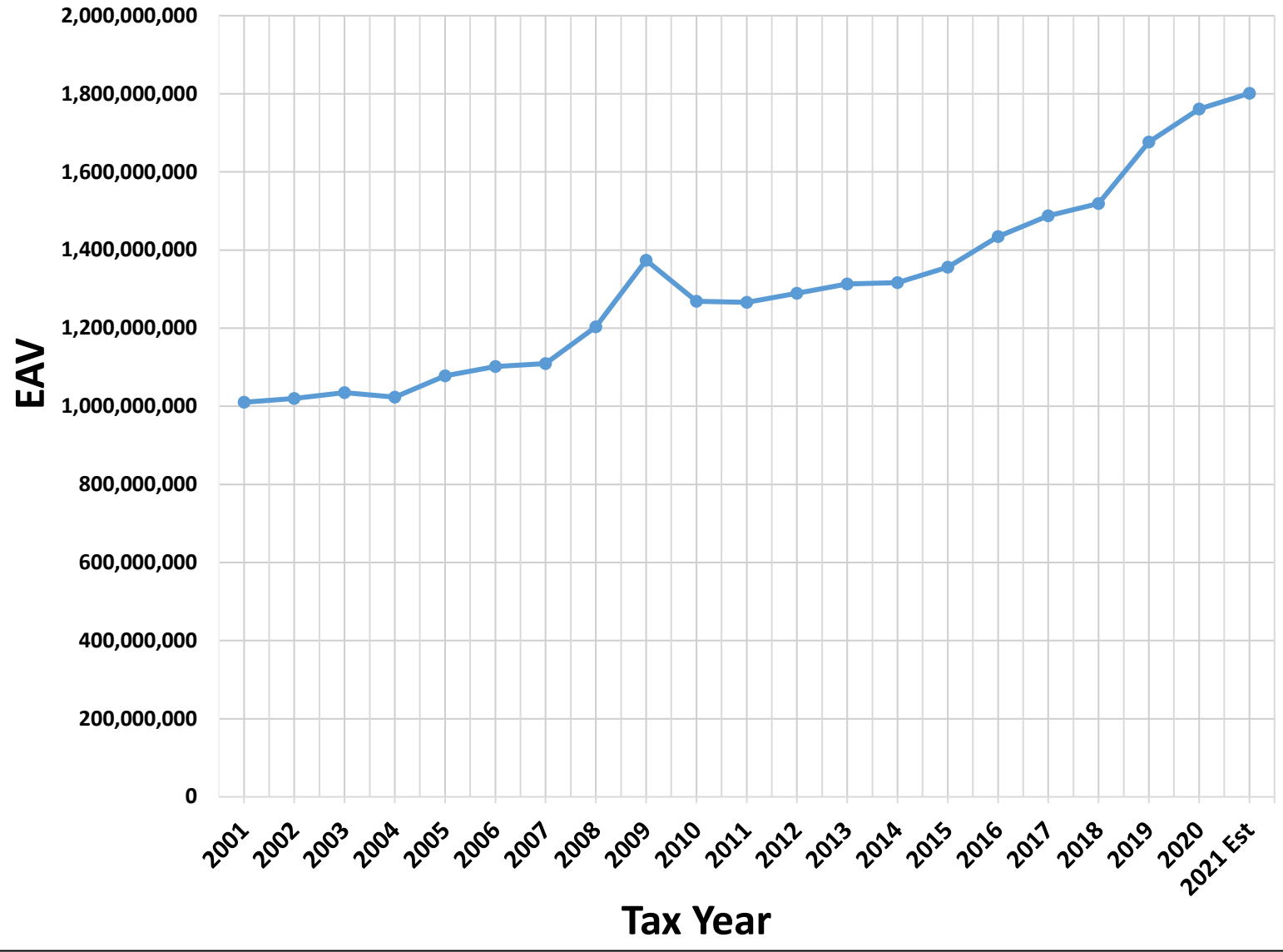
**Illinois Eastern Community Colleges
Tax Levy History**

It is necessary to certify our tax levies for tax year 2021. This information and that of prior years is presented below to assist in evaluating next year's levy.

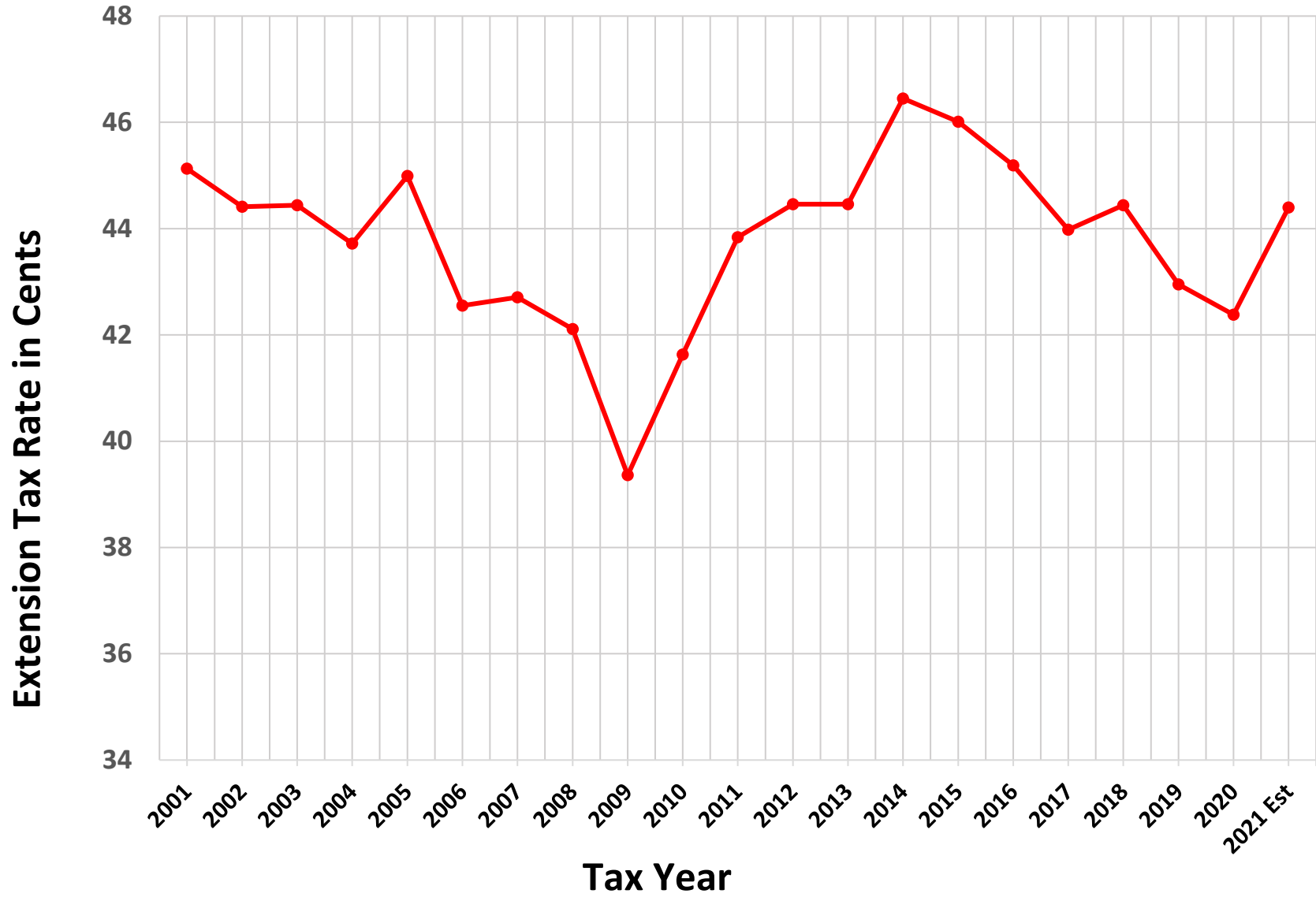
TAX YEAR	ACTUAL EAV	EDUCATIONAL LEVY	BUILDING LEVY	OPERATING LEVY	OPERATING TAX EXTENSION	ACTUAL EXTENSION TAX RATE	
2000	1,010,227,912	1,837,500	787,500	2,625,000	2,525,570	45.13	
2001	1,019,727,226	1,925,000	825,000	2,750,000	2,549,318	44.41	
2002	1,034,733,922	1,925,000	825,000	2,750,000	2,586,835	44.44	
2003	1,023,487,154	1,925,000	825,000	2,750,000	2,558,718	43.72	
2004	1,077,939,382	1,925,000	825,000	2,750,000	2,694,848	44.99	
2005	1,101,476,437	2,100,000	900,000	3,000,000	2,753,691	42.55	
2006	1,109,341,717	2,135,000	915,000	3,050,000	2,773,354	42.71	
2007	1,203,320,686	2,450,000	1,050,000	3,500,000	3,008,302	42.11	
2008	1,373,502,477	2,135,000	915,000	3,050,000	3,019,810	39.36	
2009	1,268,645,929	2,450,000	1,050,000	3,500,000	3,171,615	41.63	
2010	1,266,328,720	2,450,000	1,050,000	3,500,000	3,165,822	43.84	
2011	1,289,013,277	2,450,000	1,050,000	3,500,000	3,202,552	44.46	
2012	1,313,132,171	2,353,750	1,008,750	3,362,500	3,263,408	44.46	
2013	1,316,174,679	2,450,000	1,050,000	3,500,000	3,287,696	46.45	
2014	1,355,971,691	2,450,000	1,050,000	3,500,000	3,389,930	46.01	
2015	1,434,729,746	2,450,000	1,050,000	3,500,000	3,535,634	45.19	
2016	1,487,918,606	2,625,000	1,125,000	3,750,000	3,683,392	43.98	
2017	1,518,650,175	2,712,500	1,162,500	3,875,000	3,793,344	44.44	
2018	1,582,056,888	2,825,000	1,226,500	4,051,500	3,955,636	43.95	
2019	1,676,407,734	2,925,000	1,270,000	4,195,000	4,182,306	42.95	
2020	1,761,041,185	3,115,000	1,325,000	4,440,000	4,402,603	42.38	
						43.77	Average
Estimated:							
2021	1,801,247,556	3,175,000	1,375,000	4,550,000	4,503,119	44.40	(Estimated)

In addition to the Educational and Building Fund, our certificate of tax levy will carry the statement that an additional levy must be made by each county clerk for each of the outstanding bond issuances, for insurance purposes: (tort liability, Medicare, worker's compensation and unemployment), for protection health and safety purposes, and for financial audit purposes.

Equalized Assessed Valuation



Extension Tax Rate



Agenda Item #9D

Certification of Compliance with the Truth in Taxation Law

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: November 16, 2021
RE: Certificate of Compliance with the Truth in Taxation Law

At the October 19th Board meeting, the Board approved the District's estimated aggregate tax levy and required that notice of the District's levy be placed in District newspapers and that a hearing be conducted on the levy pursuant to the Truth in Taxation Law which requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the District.

The estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, **does not** exceed 105% of the aggregate amount of property taxes extended upon the levy of the preceding year.

The Board estimated the aggregate amount of taxes to be levied for the year 2021 is \$5,860,000 and that the aggregate amount of taxes estimated to be levied for the year 2021 **did not** exceed 105% of the taxes actually extended by the district in the year 2020. Public notice was placed in the following newspapers of general circulation in District,

Marshall Advocate, Clark County
Robinson Daily News, Crawford County
Toledo Democrat, Cumberland County
The Prairie Post, Edwards County
McLeansboro Gazette, Hamilton County
Lawrenceville Daily Record, Lawrence County
Wayne County Press, Wayne County
The Hometown Register, Clay County, Jasper County,
Richland County, Wabash County & White County

The notice was published not more than 14 days nor less than 7 days prior to the hearing. A public hearing was held in the manner and time described in the notice.

I ask the Board's approval of the attached Truth in Taxation Certificate of Compliance.

RG/akb
Enclosure

TRUTH IN TAXATION
CERTIFICATE OF COMPLIANCE

I, the undersigned, hereby certify that I am the presiding officer of Illinois Eastern Community College District No. 529 and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions Sections 18-60 through 18-85 of the "Truth in Taxation" Law.

CHECK ONE OF THE CHOICES BELOW:

The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law, and a copy of the ad is attached.

The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, notice and a hearing were not necessary.

The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.

The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

This certificate applies to the 2021 levy.

Date: _____

Presiding Officer: _____

(Signature)

NOTICE OF PROPOSED TAX INCREASE FOR

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2021 will be held on November 16, 2021, at 6:15 p.m. at Olney Central College, Olney, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Ryan Hawkins, Chief Financial Officer, 233 East Chestnut Street, Olney, IL 62450; phone: 618.393.2982.

- II. The corporate and special purpose property taxes extended or abated for the year 2020 were \$5,707,603.

The proposed corporate and special purpose property taxes to be levied for 2021 are \$5,955,000. This represents a 4.3% increase over the previous year extension.

- III. The property taxes extended for debt service for 2020 were \$1,818,370.

The estimated property taxes to be levied for debt service and public building commission leases for 2021 are \$2,184,211. This represents a 20.1% increase from the previous year.

- IV. The total property taxes extended or abated for 2020 were \$7,525,973.

The estimated total property taxes to be levied for 2021 are \$8,139,211. This represents an 8.1% increase over the previous year extension.

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

ADOPTED this 19th day of October 2021.

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

By: _____ Gary Carter
Chairman

ATTEST:

Renee Smith
Secretary

Agenda Item #9E

GASB Designation of Tax Levy Year

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: November 16, 2021

RE: GASB Designation of Tax Levy Year

Under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that the District's tax levy is to be recognized as income. Currently, the District levies and extends taxes based upon a calendar year. The calendar year overlaps the District's school year and the District's fiscal year.

The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2021 will be collected late in calendar year 2022 and that income from the collection of such funds will be allocated 100% to Fiscal Year 2023 (July 1, 2022 – June 30, 2023).

I ask the Board's adoption of this resolution.

RG/akb

Attachment

RESOLUTION SETTING FORTH TAX LEVIES FOR 2021

Be it resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

That the Board hereby incorporates, by reference, all prior resolutions adopted in calendar year 2021 concerning tax levies and extensions

Be it further resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

That the sum of Three Million One Hundred Seventy-Five Thousand Dollars (\$3,175,000) be levied as a tax for Educational purposes; and the sum of One Million Three Hundred Seventy-Five Thousand Dollars (\$1,375,000) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Forty Thousand Dollars (\$240,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Seventy Thousand Dollars (\$70,000) be levied as a special tax for Financial Audit purposes; and the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; the sum of Fifty Thousand Dollars (\$50,000) be levied as a special tax for Worker’s Compensation and Unemployment purposes, and the sum of Two Hundred Thousand Dollars (\$200,000) be levied as a special tax for Protection, Health and Safety purposes on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, State of Illinois, for the year 2021 to be collected in the year 2022; and that the income from the levy for the year 2022 be allocated 100% for Fiscal Year 2023.

Adopted this 16th day of November, A.D. 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Chairman, Board of Trustees Date
Illinois Eastern Community College District #529

ATTEST:

Secretary, Board of Trustees Date
Illinois Eastern Community College District #529

Agenda Item #9F

Affiliation Agreements

- IECC Standard Agreement- Lavender Ridge
- Non-Standard Clinical & Non-Clinical Agreement-
Healthcare Therapy Services (HTS) , Carle Foundation

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: November 16, 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 standard clinical affiliation agreement with the following organization:

- Lavender Ridge

IECC wishes to enter into a negotiated standard clinical affiliation agreement with the following organization:

- Healthcare Therapy Services (HTS) – (Dressing room requirement removed)

IECC wishes to enter into a non-standard clinical and non-clinical affiliation agreement with the following organization:

- Carle Foundation

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

RG/sc

**ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT
#529**

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

CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER

COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE

and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter

referred to as DISTRICT #529) and _____

_____ (hereinafter referred to as AGENCY): of _____ (city)

(state)

_____.

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas of patient care which are appropriate for educational experiences for observation and participation by the students and IECC Faculty and/or staff of the DISTRICT #529, subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the designated employee(s) on behalf of DISTRICT #529 and the Administrator, and the Director of Nursing Service or Department Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 will be responsible for the teaching and guidance of the students in the clinical laboratory experience and will be available to the students.

The specific assignment of learning experiences to specific students will be made and arranged by the IECC Faculty on behalf of DISTRICT #529, in consultation with the Head Nurse, Department Supervisor, or Coordinator on behalf of the AGENCY. IECC

Faculty assumes full responsibility and supervision of the students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the IECC Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of patient care and safeguard of patients assigned to students. The AGENCY professional personnel will retain full and final decisions for patient care assigned to students.

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

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

This agreement forbids discrimination against any student on the basis of 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.

Prior to the use of any AGENCY facilities, under the contemplated program, DISTRICT #529 will furnish the AGENCY, upon request, a medical record for each participating student showing that said student fully complies with the health requirements required by the AGENCY. The IECC Faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new IECC Faculty member of DISTRICT #529 participating in the program will arrange with the appropriate department director or supervisor, on behalf of the AGENCY, for an orientation prior to the assignment of the new IECC Faculty member to any clinical area.

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

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

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

9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

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

AGENCY.

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

12. This agreement will remain in effect until July 1, 2024 at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their laboratory experience needed for graduation at the AGENCY.

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

ILLINOIS EASTERN
COMMUNITY COLLEGES
DISTRICT #529

Signature: _____

Chair, IECC Board of Trustees

Name: _____

Date:

Title: _____

Date: _____

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. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon requests.

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

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

CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____ by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter referred to as DISTRICT #529) and _____ (hereinafter referred to as AGENCY): of _____

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas of patient care which are appropriate for educational experiences for observation and participation by the students and IECC Faculty and/or staff of the DISTRICT #529, subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the designated employee(s) on behalf of DISTRICT #529 and the Administrator, and the Director of Nursing Service or Department Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 will be responsible for the teaching and guidance of the students in the clinical laboratory experience and will be available to the students.

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

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the IECC Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of patient care and safeguard of patients assigned to students. The AGENCY professional personnel will retain full and final decisions for patient care assigned to students.

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

IECC Faculty and students assigned to or making use of any clinical area of the

AGENCY under the contemplated program, will meet the health requirements of the AGENCY.

This agreement forbids discrimination against any student on the basis of race, color, sex, sexual orientation, age, marital status, religious affiliation, veteran status, national origin, disability, genetic information, or any other protected category.

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

6. The IECC Faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new IECC Faculty member of DISTRICT #529 participating in the program will arrange with the appropriate department director or supervisor, on behalf of the AGENCY, for an orientation prior to the assignment of the new IECC Faculty member to any clinical area.

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

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

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

10. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

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

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

13. A review of the agreement will be made every three (3) years. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the __ day of _____, _____.

ILLINOIS EASTERN
COMMUNITY COLLEGE
DISTRICT #529

Signature: _____

Chair, IECC Board of Trustees

Name: _____

Date: _____

Title: _____

Date: _____

Illinois Eastern Community Colleges does not discriminate on the basis of race, color, sex, sexual orientation, age, marital status, religious affiliation, veteran status, national origin, disability, genetic information, or any other protected category. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon request.

CLINICAL AFFILIATION AGREEMENT

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

RECITALS

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

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

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

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

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

ARTICLE I: JOINT RESPONSIBILITIES

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

- 1.3 Problems arising with respect to Student shall be resolved jointly by Carle, School and the Student. Pending resolution of such problems, Carle may, at any time, restrict such Student activities where it deems necessary for patient welfare, or the Student breaches Carle's rules and regulations.
- 1.4 School will arrange the clinical education program's schedule and Student's Placement in cooperation with Carle.
- 1.5 Neither Carle nor School shall be compensated by the other as a result of this Agreement.

ARTICLE II: SCHOOL RESPONSIBILITIES

- 2.1 School will have total responsibility for academically preparing the Students in theoretical knowledge, basic skills, professional ethics, attitude and behavior prior to a Placement. School shall be responsible for assigning a Student to a Placement at Carle. School shall inform Carle as to curriculum and sequence and shall be advised of all courses and other clinical experiences of each Student. For a Placement at Carle, School is responsible for providing the Students with clear objectives and a plan of study and Carle will not be responsible for developing this plan.
- 2.2 School will appoint a representative to act as a coordinator of the Placement and to act as a liaison between Carle, School and the Student(s) in such matters as assignment and coordination of the Placement and administrative operations.
- 2.3 School will instruct Students to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- 2.4 School will provide Carle with forms, protocol and guidelines for evaluation of Student Placement and performance, and its policy regarding student absences during a clinical Placement. School will ensure that each Student completes a criminal background check and the standard immunizations (including Varicella, Tdap, TB and Hep B) prior to his/her Placement at any of Carle's facilities and shall otherwise meet all health standards required by School and Carle. These items must be available and provided to Carle upon request.
- 2.5 School shall inform Students that Carle is a drug free workplace and to comply with Carle's drug free workplace policies and procedures. Moreover, Students are prohibited from engaging in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance as listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. Section 812. By way of example, these controlled substances include marijuana or cannabis, cocaine, crack, PCP, heroin, morphine, LSD, and any prescription drugs obtained illegally.
- 2.6 School will give advance notice to Carle of any site visits by any accrediting agencies involved with the clinical education program. Carle has the right to refuse on-site visits according to its policies and procedures; provided however, that Carle will not unreasonably withhold consent to on-site visits.

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

conduct research or become involved with research activities unless it has complied with all requirements as set forth by Carle's Research Department and the Carle Institutional Review Board. Moreover, if research activities are required, School shall ensure that the liability insurance provided to Students covers the research activities and School shall provide to Carle evidence of such coverage.

ARTICLE III: CARLE RESPONSIBILITIES

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

ARTICLE IV: STUDENT RESPONSIBILITIES

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

- 4.1 The Student must follow the policies, procedures, rules and regulations established by Carle during his/her Placement at Carle.
- 4.2 The Student will be responsible to obtain individual proof of immunizations and a background check and submit to his/her School prior to commencement of the Placement.
- 4.3 The Student will provide his/her own health insurance coverage for the period of the Placement. The Student will be financially responsible for any medical care including, but not limited to, emergency outpatient care, he/she receives at Carle.
- 4.4 The Student may be required to sign a confidentiality agreement and a release of liability for any personal injuries that may be sustained by him/her while on Carle premises prior to Placement.
- 4.5 The Student will complete the required HIPAA training and any other training required by Carle for the Placement including a job description acknowledgment prior to commencing his/her Placement.

ARTICLE V: CONFIDENTIALITY

- 5.1 School, its Students, and any of its visiting faculty shall not disclose Confidential Information (defined below) and will use best efforts to prevent unauthorized disclosure of such information. If it becomes necessary to make such disclosure, the Parties shall enter into a separate confidentiality agreement prior to making such disclosure. The foregoing obligations shall not apply to the extent that (i) such information becomes generally available to the public other than as a result of an improper disclosure by the School, its Students or its visiting faculty, or (ii) such information was available to the other Party on a non-confidential basis prior to its disclosure hereunder, or (iii) such Parties are required by law to disclose, file or register the same, or (iv) Carle has consented to such disclosure being made.
- 5.2 Confidential information includes, but is not limited to, any information identified by either Party as “confidential” or “proprietary”, or which, under all of the circumstances, ought reasonably be treated as confidential and/or proprietary, including this Agreement.
- 5.3 HIPAA. It is the intent of the Parties to comply in all respects with the applicable provisions of the HIPAA Privacy and Security Regulations, 45 CFR parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 USC Section 1320 (d) et seq. (“HIPAA”), as it pertains to the Parties respectively. Each Party agrees not to use or disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “PHI”), concerning a patient other than as permitted by the requirements of HIPAA (or regulations promulgated under HIPAA including without limitation the

Federal Privacy Regulations and the Federal Security Regulations), or as may be required by law. PHI shall only be used by the Parties to accomplish the intended purpose of this Agreement and shall only be disclosed as required by law. Each Party agrees to use appropriate safeguards to prevent use or disclosure of the PHI except use or disclosure specifically permitted pursuant to this Agreement or as may be required by law or court order. Notwithstanding the foregoing, no PHI is anticipated to be exchanged between Carle and the School. Furthermore, the Parties agree that solely for the purpose of defining the Students' role in relation to the use and disclosure of Carle's PHI, it is understood that each Student are considered a member of Carle's "workforce" as that term is defined by 45 CFR 160.103 when engaged in activities pursuant to this Agreement. Accordingly, neither the School nor any of its Students meet the definition of a Business Associate under HIPAA. As such, a Business Associate Agreement is not required. Provided, however, that if during the term of this Agreement, an exchange of PHI between Carle and the School is required, or the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate, as that term is defined in the federal privacy regulations, the School and Carle shall, upon a date mutually agreed by the Parties, execute a Business Associate Agreement.

ARTICLE VI: TERMINATION

- 6.1 This Agreement shall commence on the Effective Date and will remain in effect for a period of three (3) years unless otherwise terminated as provided herein.
- 6.2 This Agreement shall be terminated on the occurrence of any of the following events:
 - 6.2.1 Termination for Cause. This Agreement may be terminated for cause, if a Party commits a material breach of this Agreement and if such breach is not cured within ten (10) days after written notice of the breach.
 - 6.2.2 Termination Without Cause. This Agreement may be terminated without cause, and for any reason, by providing the other Party thirty (30) days' written notice prior to the end of the academic term of the School.
- 6.3 Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except obligations accruing prior to the date of termination. Provided, however, that in the event that this Agreement is terminated, Students who are participating in a Placement at the time of termination shall be allowed to complete his/her rotation under the terms and conditions set forth in this Agreement.

ARTICLE VII: GENERAL PROVISIONS

- 7.1 Independent Contractor. In the performance of all duties and obligations, Carle, School, and Students are, at all times, independent contractors and not joint venturers, agents, partners or employers/employees of the other. Neither Party nor their respective faculty, staff, employees, Students or agents shall be or claim to be faculty, staff, employee, student or agent of the other. Each Party shall be responsible for payment on behalf of its employees any and all contributions and taxes imposed by local, state or federal law, including, but not limited to, taxes or contributions for social security, unemployment

insurance, worker's compensation, old age retirement benefits, pensions and annuities, and agrees to provide indemnity for any such payment made by the other Party.

- 7.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
- 7.3 Assignment. Neither Party may assign this Agreement, or any portion of it, without prior written consent of the other Party.
- 7.4 Corporate Compliance. Carle has a corporate compliance plan, the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. School acknowledges Carle's commitment to corporate compliance and agrees the School, its Students and faculty, will conduct themselves in accord with applicable legal authority.
- 7.5 Warranty of Non-Exclusion. By execution of this Agreement, School represents and warrants to Carle that it and its Students and faculty participating in a Placement (collectively "School") have not (i) been excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program (as defined herein); (ii) been convicted of a criminal offense related to the provision of health care items or services; and (iii) arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from the participation in any Federal Health Care Program. School represents and warrants that it is not currently under investigation or otherwise aware of any circumstances that may result in School being excluded from participation in any Federal Health Care Program and that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g), has occurred or is pending or threatened against School. For the purpose of this Paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. This shall be an ongoing representation and warranty throughout the Term of this Agreement. School shall immediately notify Carle of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Carle the right to terminate the Agreement immediately for cause.
- 7.6 Entire Agreement. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Carle and School shall neither be entitled to benefits other than those herein specifically enumerated.
- 7.7 Execution. This Agreement and any amendment hereto, may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.

- 7.8 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.
- 7.9 Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matter to be construed in interpreting this Agreement. The Parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- 7.10 Marketing. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the Party whose name is to be used.
- 7.11 Notice. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

<p>School: Illinois Eastern Community Colleges 233 East Chestnut Street Olney, IL 62450 Attn: Alyssa Maglone</p>	<p>Carle: THE CARLE FOUNDATION Human Resources 611 West Park Street Urbana, IL 61801</p> <p>With a Copy To: Carle Richland Memorial Hospital 800 E. Locust Street Olney, IL 62450 Attn: Corporate Compliance, Accreditation & Risk Manager</p>
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- 7.12 Statement of Non-Discrimination. Both Parties are committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender identity, sexual preference, age, veteran status or mental/physical disability.
- 7.13 Severability. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the Parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.

- 7.14 Successors and Assigns. This Agreement shall extend to and be binding upon representatives, successors and assigns of the Parties. This provision, however, shall not be construed to permit the assignment of this Agreement by either Party, except as may be permitted hereby.
- 7.15 Survival of Covenants. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.
- 7.16 Third Party Rights. Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.
- 7.17 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

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

The Carle Foundation

School

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Carle Entities Covered by this Agreement:

- The Carle Foundation Hospital
- Carle Health Care Incorporated d/b/a Carle Physician Group
- Hoopston Community Memorial Hospital d/b/a Carle Hoopston Regional Health Center
- Richland Memorial Hospital Inc. d/b/a Carle Richland Memorial Hospital
- Champaign Surgery Center
- Arrow Ambulance, LLC
- Carle West Physician Group
- Carle BroMenn Medical Center
- Carle Eureka Hospital
- Carle Cancer Institute (Normal, IL)

Specific programs Covered by this Agreement for Placement:

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

Clinical Certificate and Degree Programs

NON-CLINICAL AFFILIATION AGREEMENT

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

RECITALS

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

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

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

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

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

ARTICLE I: JOINT RESPONSIBILITIES

- 1.1 The Placement of Students will be cooperatively planned by the appropriate representatives of Carle and of School. Information regarding the number of Students to be assigned, the dates of assignment, and specific experience to be provided shall be planned jointly and agreed upon by School and Carle. Placement of Students is not guaranteed and will always depend on staff, space and availability.
- 1.2 Periodic meetings will be held to review and evaluate the Placement, and to attempt to resolve specific problems which may interfere with the objectives of the Placement.
- 1.3 Problems arising with respect to a Student shall be resolved jointly by Carle, School and the Student. Pending resolution of such problems, Carle may at any time restrict such Student activities where it deems necessary.
- 1.4 School will arrange the education program’s schedule and Student’s Placement in cooperation with Carle.

- 1.5 Neither Carle nor School shall be compensated by the other as a result of this Agreement.

ARTICLE II: SCHOOL RESPONSIBILITIES

- 2.13 School will have total responsibility for academically preparing the Students in theoretical knowledge, basic skills, professional ethics, attitude and behavior prior to the Placement. School shall be responsible for notifying the Students of a Placement at Carle. If requested by Carle, School shall inform Carle as to curriculum and sequence and shall be advised of all courses and other experiences of each Student. School is responsible for providing the Students with clear objectives and a plan of study and Carle will not be responsible for developing this plan.
- 2.14 School will appoint a representative to act as a coordinator of the Placement and to act as a liaison between Carle, School and the student(s) in such matters as assignment and coordination of Placement and administrative operations.
- 2.15 School will instruct Students to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- 2.16 School will provide Carle with forms, protocol and guidelines for evaluation of Student Placement and performance, and its policy regarding student absences during a Placement. School will ensure that each Student completes a criminal background check and the standard immunizations (including Varicella, Tdap, TB and Hep B) prior to his/her Placement and shall otherwise meet all health standards required by School and Carle. These items must be available and provided to Carle upon request.
- 2.17 School shall inform Students that Carle is a drug free workplace and to comply with Carle's drug free workplace policies and procedures. Moreover, Students are prohibited from engaging in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance as listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. Section 812. By way of example, these controlled substances include marijuana or cannabis, cocaine, crack, PCP, heroin, morphine, LSD, and any prescription drugs obtained illegally.
- 2.18 School will give advance notice to Carle of any site visits by any accrediting agencies involved with the non-clinical education program. Carle has the right to reasonably limit the scope of on-site visits according to its policies and procedures.
- 2.19 School will provide each student with an instructor, who is a School employee, to whom he/she is responsible during the Placement. The instructor will have the following duties, which may be delegated to other appropriate individuals:
- 2.19.1 demonstrating a concern for the educational development of the Student;
 - 2.19.2 providing a planned program for the Placement, established in cooperation with the Student's need and interests;
 - 2.19.3 evaluating the Student's performance during the Placement; and
 - 2.19.4 meeting with the appropriate Carle staff to discuss the Student's progress.
- 2.20 In the event that faculty from the School are on-site at Carle, School shall instruct faculty to comply with Carle's health, safety, confidentiality and ethical policies and procedures,

where applicable, including, but not limited to, those pertaining to HIPAA. Carle reserves the right to terminate, refuse access or otherwise restrict activities such School faculty member from the Placement at any time for the interest of the safety and well-being of its patients and staff and for breaching Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.

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

ARTICLE III: CARLE RESPONSIBILITIES

- 3.8 Carle agrees to provide Student access to its facilities as appropriate for the Placement. In addition, Carle agrees to provide Students access to available education and instructional material within its library.

- 3.9 Students are to not render or participate in any patient care.
- 3.10 It is understood that the Placement will not interfere with the primary mission of the care and treatment of the patient, which shall at all times remain the responsibility of Carle. Carle, at its sole discretion, may refuse access to its facilities or otherwise restrict activities of the Student where Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.
- 3.11 Carle reserves the right to terminate the Student from Carle's site at any time and for any reason related to the Student's performance at Carle in the interest of the safety and well-being of its patients (as applicable) and staff or where the Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures, including but not limited to those related to confidentiality of patients and employees, and Carle's drug free workplace policy. Prior to such termination, Carle shall consult with appropriate School representative and the Student at issue.
- 3.12 Carle maintains the right to refuse Student Placements based on the ability to provide an appropriate preceptor, space/volume issues.
- 3.13 All records kept by Carle relating to a student's performance during the Placement, except for those containing patient protected health information, shall be made available to the Parties hereto and to the Student, and not to other persons, as required by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g).
- 3.14 Carle will, at commencement of a Student's Placement, provide the Student with an orientation as to Carle's rules, regulations and policies, as well as standards and practices relevant to the Placement as Carle deems necessary.

ARTICLE IV: STUDENT RESPONSIBILITIES

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

- 4.6 The Student must follow the policies, procedures, rules and regulations established by Carle during his/her Placement at Carle.
- 4.7 The Student will be responsible for obtaining individual proof of immunizations and a background check and submit to his/her School prior to commencement of the Placement.
- 4.8 The Student will provide his/her own health insurance coverage for the period of the Placement. The Student will be financially responsible for any medical care including, but not limited to, emergency outpatient care, he/she receives at Carle.
- 4.9 The Student may be required to sign a confidentiality agreement and a release of liability for any personal injuries that may be sustained by him/her while on Carle premises prior to Placement.

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

ARTICLE V: CONFIDENTIALITY

- 5.4 School, its Students, and any of its visiting faculty shall not disclose Confidential Information (defined below) and will use best efforts to prevent unauthorized disclosure of such information. If it becomes necessary to make such disclosure, the Parties shall enter into a separate confidentiality agreement prior to making such disclosure. The foregoing obligations shall not apply to the extent that (i) such information becomes generally available to the public other than as a result of an improper disclosure by the School, its Students or its visiting faculty, or (ii) such information was available to the other Party on a non-confidential basis prior to its disclosure hereunder, or (iii) such Parties are required by law to disclose, file or register the same, or (iv) Carle has consented to such disclosure being made.
- 5.5 Confidential information includes, but is not limited to, any information identified by either Party as “confidential” or “proprietary”, or which, under all of the circumstances, ought reasonably be treated as confidential and/or proprietary, including this Agreement.
- 5.6 HIPAA. It is the intent of the Parties to comply in all respects with the applicable provisions of the HIPAA Privacy and Security Regulations, 45 CFR parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 USC Section 1320 (d) et seq. (“HIPAA”), as it pertains to the Parties respectively. Each Party agrees not to use or disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “PHI”), concerning a patient other than as permitted by the requirements of HIPAA (or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations), or as may be required by law. PHI shall only be used by the Parties to accomplish the intended purpose of this Agreement and shall only be disclosed as required by law. Each Party agrees to use appropriate safeguards to prevent use or disclosure of the PHI except use or disclosure specifically permitted pursuant to this Agreement or as may be required by law or court order. Notwithstanding the foregoing, no PHI is anticipated to be exchanged between Carle and the School. Furthermore, the Parties agree that solely for the purpose of defining the Students’ role in relation to the use and disclosure of Carle’s PHI, it is understood that each Student are considered a member of Carle’s “workforce” as that term is defined by 45 CFR 160.103 when engaged in activities pursuant to this Agreement. Accordingly, neither the School nor any of its Students meet the definition of a Business Associate under HIPAA. As such, a Business Associate Agreement is not required. Provided, however, that if during the term of this Agreement, an exchange of PHI between Carle and the School is required, or the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate, as that term is defined in the federal privacy regulations, the School and Carle shall, upon a date mutually agreed by the Parties, execute a Business Associate Agreement.

ARTICLE VI: TERMINATION

- 6.4 This Agreement shall commence on the Effective Date and will remain in effect for a period of three (3) years unless otherwise terminated as provided herein.
- 6.5 This Agreement shall be terminated on the occurrence of any of the following events:
- 6.5.1 Termination for Cause. This Agreement may be terminated for cause, if a Party commits a material breach of this Agreement and if such breach is not cured within ten (10) days after written notice of the breach.
- 6.5.2 Termination Without Cause. This Agreement may be terminated without cause, and for any reason, by providing the other Party thirty (30) days' written notice prior to the end of the academic term of the School.
- 6.6 Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except obligations accruing prior to the date of termination. Provided, however, that in the event that this Agreement is terminated, Students who are participating in a Placement at the time of termination shall be allowed to complete his/her rotation under the terms and conditions set forth in this Agreement.

ARTICLE VII: GENERAL PROVISIONS

- 7.18 Independent Contractor. In the performance of all duties and obligations, Carle, School, and are, at all times, independent contractors and not joint venturers, agents, partners or employers/employees of the other. Neither Party nor their respective faculty, staff, employees, Students or agents shall be or claim to be faculty, staff, employee, student or agent of the other. Each Party shall be responsible for payment on behalf of its employees any and all contributions and taxes imposed by local, state or federal law, including, but not limited to, taxes or contributions for social security, unemployment insurance, worker's compensation, old age retirement benefits, pensions and annuities, and agrees to provide indemnity for any such payment made by the other Party.
- 7.19 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
- 7.20 Assignment. Neither Party may assign this Agreement, or any portion of it, without prior written consent of the other Party.
- 7.21 Corporate Compliance. Carle has a corporate compliance plan, the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. School acknowledges Carle's commitment to corporate compliance and agrees the School, its Students and faculty, will conduct themselves in accord with applicable legal authority.
- 7.22 Warranty of Non-Exclusion. By execution of this Agreement, School represents and warrants to Carle that it and its Students and faculty participating in a Placement (collectively "School") have not (i) been excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program (as defined herein); (ii) been convicted of

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

- 7.23 Entire Agreement. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Carle and School shall neither be entitled to benefits other than those herein specifically enumerated.
- 7.24 Execution. This Agreement and any amendment hereto, may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.
- 7.25 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.
- 7.26 Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matter to be construed in interpreting this Agreement. The Parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- 7.27 Marketing. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the Party whose name is to be used.
- 7.28 Statement of Non-Discrimination. Both Parties are committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender identity, sexual preference, age, veteran status or mental/physical disability.

- 7.29 Severability. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the Parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
- 7.30 Notice. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

<p>If to School: Illinois Eastern Community Colleges 233 East Chestnut Street Olney, IL 62450 Attn: Alyssa Maglone</p>	<p>If to Carle: THE CARLE FOUNDATION Human Resources 611 West Park Street Urbana, IL 61801</p> <p>With a Copy To: Carle Richland Memorial Hospital 800 E. Locust Street Olney, IL 62450 Attn: Corporate Compliance, Accreditation & Risk Manager</p>
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- 7.31 Successors and Assigns. This Agreement shall extend to and be binding upon representatives, successors and assigns of the Parties. This provision, however, shall not be construed to permit the assignment of this Agreement by either Party, except as may be permitted hereby.
- 7.32 Survival of Covenants. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.
- 7.33 Third Party Rights. Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.
- 7.34 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

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

The Carle Foundation

School

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT A

Carle Entities Covered by this Agreement:

- The Carle Foundation Hospital
- Carle Health Care Incorporated d/b/a Carle Physician Group
- Hoopeston Community Memorial Hospital d/b/a Carle Hoopeston Regional Health Center
- Richland Memorial Hospital Inc. d/b/a Carle Richland Memorial Hospital
- Champaign Surgery Center
- Arrow Ambulance, LLC
- Carle West Physician Group
- Carle BroMenn Medical Center
- Carle Eureka Hospital
- Carle Cancer Institute (Normal, IL)

Specific Programs Covered by this Agreement for Placement:

(i.e. degree programs for disciplines such as public health, health law and policy, JD, etc.)

Non-Clinical Certificate and Degree Programs

Agenda Item #10

Bid Committee Report

None.

Agenda Item #11

District Finance

A. Financial Report

B. Approval of Financial Obligations

ILLINOIS EASTERN COMMUNITY COLLEGES	
DISTRICT #529	
TREASURER'S REPORT	
October 31, 2021	
FUND	BALANCE
Educational	\$ 12,050,040.79
Operations & Maintenance	2,271,416.28
Operations & Maintenance (Restricted)	2,556,467.30
Bond & Interest	1,557,139.25
Auxiliary	2,149,578.26
Restricted Purposes	(672,449.21)
Working Cash	902,030.31
Trust & Agency	653,732.41
Audit	1,747.39
Liability, Protection & Settlement	785,789.87
TOTAL ALL FUNDS	<u>\$ 22,255,492.65</u>
Respectfully submitted,	
Ryan Hawkins, Treasurer	

Illinois Eastern Community Colleges

Balance Sheets - All Funds (Unaudited)

October 31, 2021

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 12,065,341	\$ 2,271,416	\$ 2,556,467	\$ 1,557,139	\$ 2,170,078	\$ (672,449)
Investments	-	1,501,324	-	-	5,329,346	-
Accounts Receivable	517,967	62,857	-	-	305,430	-
Other Receivables	399,557	-	1	-	-	748,143
Restricted Cash	-	-	4,012,361	-	-	-
Inventory	-	-	-	-	749,825	-
Other Assets	-	-	-	-	-	484,144
Due From Other Funds	-	-	-	-	-	-
Total Assets	\$ 12,982,865	\$ 3,835,597	\$ 6,568,829	\$ 1,557,139	\$ 8,554,679	\$ 559,838
LIABILITIES						
Accounts Payable	\$ 85,544	\$ 51,204	\$ 4,500	\$ 1,681,620	\$ 9,086	\$ 6,916
Accrued Payroll Liabilities	(9,427)	-	-	-	-	-
Other Accrued Liabilities	276,165	-	36,665	-	72,340	4,394
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	352,282	51,204	41,165	1,681,620	81,426	11,310
FUND BALANCES						
Non-Spendable	-	-	-	-	749,825	-
Restricted	-	3,784,393	6,527,664	(124,481)	-	548,528
Unassigned	12,630,583	-	-	-	7,723,428	-
Total Fund Balances	12,630,583	3,784,393	6,527,664	(124,481)	8,473,253	548,528
Total Liabilities and Fund Balances	\$ 12,982,865	\$ 3,835,597	\$ 6,568,829	\$ 1,557,139	\$ 8,554,679	\$ 559,838

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
October 31, 2021

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 902,030	\$ 653,732	\$ 1,747	\$ 785,790	\$ 22,291,291
Investments	5,398,376	-	-	-	12,229,046
Accounts Receivable	-	-	-	-	886,254
Other Receivables	38,120	21,952	-	-	1,207,773
Restricted Cash	-	-	-	-	4,012,361
Inventory	-	-	-	-	749,825
Other Assets	-	-	-	-	484,144
Due From Other Funds	-	-	-	-	-
Total Assets	<u>\$ 6,338,526</u>	<u>\$ 675,684</u>	<u>\$ 1,747</u>	<u>\$ 785,790</u>	<u>\$ 41,860,694</u>
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 1,838,870
Accrued Payroll Liabilities	-	-	-	-	(9,427)
Other Accrued Liabilities	-	-	-	-	389,564
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	-	-	-	2,219,007
FUND BALANCES					
Non-Spendable	6,325,000				7,074,825
Restricted	13,526		1,747	785,790	11,537,167
Unassigned	-	675,684	-	-	21,029,695
Total Fund Balances	<u>6,338,526</u>	<u>675,684</u>	<u>1,747</u>	<u>785,790</u>	<u>39,641,687</u>
Total Liabilities and Fund Balances	<u>\$ 6,338,526</u>	<u>\$ 675,684</u>	<u>\$ 1,747</u>	<u>\$ 785,790</u>	<u>\$ 41,860,694</u>

Illinois Eastern Community Colleges
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
 For the Period Ended October 31, 2021

		Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES							
Property Taxes	\$	1,764,788	\$ 764,259	\$ 54,343	\$ 1,072,420	\$ -	\$ -
Replacement Taxes		168,336	168,336	-	-	-	-
ICCB Grants		4,360,317	-	-	-	-	16,174
Federal Grants		-	-	-	-	-	5,530,493
Tuition & Fees		5,982,678	544,305	-	-	166,713	-
Charges for Services		-	-	-	-	1,095,986	-
Interest		26,890	6,031	17,685	3,233	8,591	8,646
Other Revenues		40,756	8,192	-	-	68,975	21,886
Total Revenues		12,343,765	1,491,123	72,028	1,075,653	1,340,265	5,577,199
EXPENDITURES							
Payroll		4,214,314	299,256	-	-	569,426	536,871
Benefits		612,003	61,412	-	-	55,176	116,438
Contractual Services		452,036	176,442	73,868	-	88,779	92,990
Supplies		947,332	106,544	2,133	-	839,496	100,301
Travel		42,347	-	39	-	72,594	15,503
Fixed		16,404	7,009	-	1,681,620	132,366	132,324
Utilities		17,822	322,178	-	-	-	-
Capital Outlay		46,979	59,804	166,661	-	6,799	74,891
Other		40,472	-	-	-	94,523	707,877
Scholarships, Student Grants, & Waivers		2,209,312	-	-	-	162,759	3,787,710
Total Expenditures		8,599,021	1,032,645	242,701	1,681,620	2,021,918	5,564,905
Excess (Deficiency) of Revenues Over (Under) Expenditures		3,744,744	458,478	(170,673)	(605,967)	(681,653)	12,294
TRANSFERS							
Net Transfers		(1,327,761)	-	-	-	1,327,761	-
Total Transfers		(1,327,761)	-	-	-	1,327,761	-
Net Change in Fund Balance		2,416,983	458,478	(170,673)	(605,967)	646,108	12,294
Fund Balance - Beginning		10,213,600	3,325,915	6,698,337	481,486	7,827,145	536,234
Fund Balance - Ending	\$	12,630,583	\$ 3,784,393	\$ 6,527,664	\$ (124,481)	\$ 8,473,253	\$ 548,528

Illinois Eastern Community Colleges							
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)							
For the Period Ended October 31, 2021							
		Working Cash	Trust & Agency		Liability,		
		Fund	Fund	Audit Fund	Protection and		
					Settlement Fund		Total Funds
REVENUES							
Property Taxes		\$ -	\$ -	\$ 47,640	\$ 619,868		\$ 4,323,318
Replacement Taxes		-	-	-	-		336,672
ICCB Grants		-	-	-	-		4,376,491
Federal Grants		-	-	-	-		5,530,493
Tuition & Fees		-	-	-	-		6,693,696
Charges for Services		-	25,098	-	-		1,121,084
Interest		4,828	1,398	38	1,824		79,164
Other Revenues		-	412,238	-	-		552,047
	Total Revenues	<u>4,828</u>	<u>438,734</u>	<u>47,678</u>	<u>621,692</u>		<u>23,012,965</u>
EXPENDITURES							
Payroll		-	-	-	-		5,619,867
Benefits		-	-	-	73,967		918,996
Contractual Services		-	7,533	33,900	45,382		970,930
Supplies		-	2,341	-	-		1,998,147
Travel		-	65	-	-		130,548
Fixed		-	-	-	325,999		2,295,722
Utilities		-	-	-	-		340,000
Capital Outlay		-	-	-	-		355,134
Other		-	-	-	-		842,872
Scholarships, Student Grants, & Waivers		-	207,457	-	-		-
	Total Expenditures	<u>-</u>	<u>217,396</u>	<u>33,900</u>	<u>445,348</u>		<u>19,839,454</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures		<u>4,828</u>	<u>221,338</u>	<u>13,778</u>	<u>176,344</u>		<u>3,173,511</u>
TRANSFERS							
Net Transfers		-	-	-	-		-
	Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>
Net Change in Fund Balance		<u>4,828</u>	<u>221,338</u>	<u>13,778</u>	<u>176,344</u>		<u>3,173,511</u>
Fund Balance - Beginning		6,333,698	454,346	(12,031)	609,446		36,468,176
Fund Balance - Ending		<u>\$ 6,338,526</u>	<u>\$ 675,684</u>	<u>\$ 1,747</u>	<u>\$ 785,790</u>		<u>\$ 39,641,687</u>

ILLINOIS EASTERN COMMUNITY COLLEGES			
Comparative Combined Balance Sheets - All Funds			
October 31, 2021			
ALL FUNDS			
		Fiscal	Fiscal
		Year	Year
		2022	2021
ASSETS:			
CASH		\$ 22,255,493	\$ 21,729,529
IMPREST FUND		21,300	21,300
CHECK CLEARING		14,500	14,500
CDB PROJECT TRUST		4,012,361	3,785,384
INVESTMENTS		12,229,047	9,825,000
RECEIVABLES		2,055,907	2,852,410
ACCRUED REVENUE		38,120	-
INVENTORY		749,825	525,167
OTHER ASSETS		484,144	480,642
FIXED ASSETS (Net of Depr)		16,613,692	16,200,352
TOTAL ASSETS AND OTHER DEBITS:		\$ 58,474,389	\$ 55,434,284
LIABILITIES:			
PAYROLL DEDUCTIONS PAYABLE		\$ (9,427)	\$ 27,072
ACCOUNTS PAYABLE		2,071,615	156,708
DEFERRED REVENUE		108,371	117,252
L-T DEBT GROUP (FUND 9)		6,181,062	7,537,985
OPEB (Prior Year Restated for GASB 75 Implementation)		15,176,595	15,855,669
OTHER LIABILITIES		-	-
TOTAL LIABILITIES:		23,528,216	23,694,686
FUND BALANCES:			
FUND BALANCE		25,381,042	26,840,812
INVESTMENT IN PLANT (Net of Depr)		16,613,692	16,200,352
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)		(21,357,657)	(23,393,654)
RESERVE FOR ENCUMBRANCES		14,309,096	12,092,088
TOTAL EQUITY AND OTHER CREDITS		34,946,173	31,739,598
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS		\$ 58,474,389	\$ 55,434,284

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2020-2022**

College	Category	FISCAL YEAR 2020			FISCAL YEAR 2021			FISCAL YEAR 2022			% of Year
		Budget	Spent Thru October	% of Budget	Budget	Spent Thru October	% of Budget	Budget	Spent Thru October	% of Budget	
Frontier	Bills		\$ 252,908			\$ 185,496			\$ 188,703		
	Payroll		590,249			603,450			580,699		
	Waivers		430,104			318,273			368,029		
	Totals	\$ 4,370,599	1,273,261	29%	\$ 3,688,586	1,107,219	30%	\$ 3,688,586	1,137,431	31%	33%
Lincoln Trail	Bills		365,463			\$ 355,876			\$ 319,986		
	Payroll		593,745			671,609			703,486		
	Waivers		463,595			672,706			436,553		
	Totals	\$ 5,365,117	1,422,803	27%	\$ 4,977,953	1,700,191	34%	\$ 4,977,953	1,460,025	29%	33%
Olney Central	Bills		527,316			\$ 443,771			\$ 494,346		
	Payroll		1,219,867			1,265,776			1,234,272		
	Waivers		455,703			510,634			338,415		
	Totals	\$ 7,669,580	2,202,886	29%	\$ 7,367,058	2,220,181	30%	\$ 7,367,058	2,067,033	28%	33%
Wabash Valley	Bills		495,982			\$ 404,754			\$ 375,337		
	Payroll		809,774			902,637			912,363		
	Waivers		866,244			751,512			728,814		
	Totals	\$ 6,449,215	2,172,000	34%	\$ 5,775,220	2,058,903	36%	\$ 5,775,220	2,016,514	35%	33%
Workforce Educ.	Bills		70,933			\$ 53,827			\$ 77,583		
	Payroll		278,962			272,262			267,042		
	Waivers		3,665			368,975			231,271		
	Totals	\$ 4,396,670	353,560	8%	\$ 3,378,641	695,064	21%	\$ 3,378,641	575,896	17%	33%
District Office	Bills		90,535			\$ 74,482			\$ 135,906		
	Payroll		317,650			312,463			414,993		
	Waivers		-			-			-		
	Totals	\$ 1,551,484	408,185	26%	\$ 1,991,105	386,945	19%	\$ 1,991,105	550,899	28%	33%
District Wide	Bills		666,489			\$ 673,225			\$ 1,316,923		
	Payroll		264,271			256,430			400,716		
	Waivers		124,876			75,896			106,229		
	Totals	\$ 3,107,121	1,055,636	34%	\$ 7,148,722	1,005,551	14%	\$ 7,148,722	1,823,868	26%	33%
GRAND TOTALS		\$32,909,786	\$ 8,888,331	27%	\$ 34,327,285	\$ 9,174,054	27%	\$34,327,285	\$ 9,631,666	28%	33%

ILLINOIS EASTERN COMMUNITY COLLEGES

Operating Funds Expense Report

October 31, 2021

	FY 2022		FY 2021		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	\$ 4,513,571	46.86%	4,284,627	70.64%	\$ 228,944	5.343%
Employee Benefits	673,415	6.99%	694,384	11.45%	(20,969)	-3.020%
Contractual Services	628,478	6.53%	308,978	5.09%	319,500	103.405%
Materials	1,053,876	10.94%	620,065	10.22%	433,811	69.962%
Travel & Staff Development	42,347	0.44%	16,866	0.28%	25,481	151.079%
Fixed Charges	23,413	0.24%	112,004	1.85%	(88,591)	-79.096%
Utilities	340,000	3.53%	319,976	5.28%	20,024	6.258%
Capital Outlay	106,783	1.11%	84,076	1.39%	22,707	27.008%
Other	2,249,783	23.36%	2,733,078	45.06%	(483,295)	-17.683%
	<u>\$ 9,631,666</u>	<u>100.00%</u>	<u>\$ 6,065,729</u>	<u>151.24%</u>	<u>\$ 457,612</u>	<u>7.544%</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: November 12, 2021

RE: Personnel Report

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

INDEX

- 400.1. Employment of Personnel**
- 400.2. Change in Status**
- 400.3. Approval of Proposed Non-College Employment**
- 400.4. Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty**
- 400.5. Special Assignments**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Krista Barber, Nursing Instructor, OCC/LTC, effective January 5, 2022.

B. Professional, Non-Faculty, Non-Exempt

1. Chase Bramlet, Coordinator of Public Information & Marketing, WVC, effective November 29, 2021.

C. Classified

1. Marty Fatheree, Maintenance/Custodian, OCC, effective November 22, 2021.
2. Ryan Wilborn, Technology Support Specialist, DO, effective November 29, 2021.

400.2. Change in Status

A. Classified

1. Carrie Thomas, Administrative Assistant, Workforce Education, to Program Assistant, Workforce Education, effective November 17, 2021.

400.3. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Academic Year</u>
Cori Stringfellow	Wabash General Hospital Mount Carmel, IL	27

400.4. Memorandum of Agreement with IEA/NEA and Bargaining Unit Faculty

400.5. Special Assignments

A. Faculty

1. Michael Patilla, Performing Arts Coordinator, LTC, \$1,500 per academic year.
2. Beth Wilson, Nursing Instructor, additional duties, OCC/FCC, \$1,000, fall 2021.

Agenda Item #15

Collective Bargaining

Approval of Memorandum of Agreement with IEA/NEA and Bargaining Unit
Faculty

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment

