ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

October 18, 2022



Location:

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

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

October 18, 2022 6:15 p.m. Olney Central College OCC Banquet Room

1. 2. 3.	Call to Order & Roll Call
4.	Public Comment
5.	Reports A. Trustees B. Chancellor C. Presidents
6.	Approval of Consent Agenda
7. A	Action on Items Removed from Consent Agenda
8. F	Policy First Reading (and Possible Approval)
9.	Policy Second Reading
10.	Staff Recommendations for Approval A. Approval to Purchase Used Vehicles

	C. Health & Dental Insurance Calendar Year 2023
	D. Health Savings Accounts Calendar Year 2023 Gower
	E. Affirmation of the IECC Mission, Vision, and Values
11.	Bid Committee Report
12.	District Finance
	A. Financial Report
	B. Approval of Financial Obligations
13.	Executive Session
	A. 2(c)1 Employment/Appointment Matters
	B. 2(c)11 Litigation
14.	Approval of Executive Session Minutes
	A. Written Executive Session Minutes
	B. Audio Executive Session Minutes
15.	Approval of Personnel Report
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16.	Collective Bargaining
17.	Litigation Gower
18.	Other Items
10.	OHE ICHS
19.	Adjournment

Call to Order and Roll Call

Welcome from the Chair

Recognition of Visitors and Guests

A. Visitors and GuestsB. IECEA Representatives

Public Comment

Reports

- Trustees A.
- Chancellor Presidents B.
- C.

Consent Agenda

- **A.** Disposition of Minutes
- B. Biennial Review Report 2022/ Drug-Free Schools and Communities Act
- C. Student Complaint Annual Review
- **D.** Affiliation Agreements

Minutes of a <u>regular meeting</u> of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in Williams Hall at Lincoln Trail College, Robinson, Illinois,

Tuesday, September 20, 2022.

AGENDA #1 – "Call to Order & Roll Call" – Chairman Gary Carter called the meeting to order at 6:15 p.m. and directed the Secretary Pro Tempore, Barbara Shimer, to call the roll.

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

Roger Browning, Gary Carter, Brenda K. Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student Trustee Raechel Hnetkovsky was also present. Trustees absent: John Brooks. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business. Trustee John D. Brooks joined the meeting at 6:22 p.m.

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

Also present at this meeting, in addition to trustees:

Ryan Gower, Chancellor.

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Zahi Atallah, President of Lincoln Trail College.

Alex Cline, Director of Information & Communications Technology.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Andrea McDowell, Director of Human Resources.

AGENDA #2- "Welcome from the Chair"- Chairman Carter welcomed all who were present for the meeting.

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

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

#3-B. IECEA Representative: Andy King was in attendance and greeted meeting members.

AGENDA #4 – "Public Comment" – None.

AGENDA #5 - "Reports" -

- **#5-A. Report from Trustees:** None.
- #5-B. Report from Chancellor: Chancellor Gower provided details on opportunities and challenges in addition to his electronic report.
 - **#5-C. Report from Presidents:** Reports were presented from the Presidents.
- **#5-D.** Division Report: Office of Admissions and Records: Amber Malone, Dean of Admissions & Records and Andrea Loll, Director of Enrollment Management provided a presentation on the District's Office of Admissions & Records.
- AGENDA #6 "Consent Agenda" The following consent agenda items were presented for approval.
- #6-A. "Disposition of Minutes": Open meeting minutes as prepared for the regular meeting held Tuesday, September 20, 2022 were presented for disposition.
- #6-B. "Emergency Response Plans": Chancellor Ryan Gower recommended approval of Emergency Response Plans as previously provided separately to the Board.
- #6-C. "Violence Prevention Plans": To provide a safe and secure environment and to ensure compliance with the Campus Security Enhancement Act of 2008, the Illinois Eastern Community College District maintains a Violence Prevention Plan. Chancellor Gower recommended approval of the Violence Prevention Plan as provided separately to the Board.
- #6-D. "2022 Annual Security Report": The IECC 2022 Annual Security Report contains crime information including relevant policy statements, training and educational programming relating to campus safety and security, crime prevention, alcohol and drug use, and sexual misconduct. Chancellor Gower recommended acceptance of the Annual Security Report for 2022.
- #6-E. "Affiliation Agreements": Chancellor Gower recommended approval of an affiliation agreement between Illinois Eastern Community Colleges and The Rehabilitation Institute of St. Louis, LLC as listed in full in the board agenda.
- #6-F. "Policy 400.12 Vacation Leave- Covid Revision Removal": Following the expiration of the Families First Coronavirus Response Act the related text has been removed from the policy. Chancellor Gower asked the Board to waive the second reading and approve Policy 400.12 as presented.
- #6-G. "Policy 400.4 Leave & Benefit- Covid Revision Removal": Following the expiration of the Families First Coronavirus Response Act the related text has been removed from the policy. Chancellor Gower asked the Board to waive the second reading and approve Policy 400.4 as presented.
- <u>Board Action to Approve Consent Agenda:</u> Trustee Brenda Culver made a motion to approve the consent agenda as presented. Trustee Roger Browning seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda

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

AGENDA #7- "Action on Items Removed from Consent Agenda"- None.

AGENDA #8- "Policy First Reading (and Possible Approval)" - The following new or revised policies, as listed in full in the agenda were presented for approval:

STUDENT - 500

Graduation Requirements Policy (500.38)

Date Adopted: September 20, 2022 (Pending Board Approval)

The Board of Trustees of Illinois Eastern Community College District No. 529, upon the recommendation of faculty, staff, and the chancellor, will grant a certificate or degree to students who meet the requirements of a program. It is the student's responsibility to know and follow the requirements of the curriculum and the rules governing academic work. No IECC official or faculty member can relieve a student of this responsibility.

To be recommended for graduation, all students must:

- 1. Successfully complete all of the prescribed requirements in the selected program of study for the effective Catalog Term;
- 2. Earn, at a minimum, the required number of college-level credits at IECC:
 - For a degree, 16 credit hours
 - For a certificate, 16 credit hours or 50% of the required credit hours, whichever is less;
- 3. Earn a cumulative grade point average of at least 2.0 for all IECC coursework;
- 4. Satisfy all IECC financial obligations;
- 5. Fulfill any outstanding requests for records; and
- 6. Make application for graduation and pay any associated fees by the due date.

Graduation Honors

Effective beginning with the graduating class of Spring 2024, graduates who meet the following academic achievements will be recognized at the college's commencement ceremony and an appropriate designation will appear on their transcript and diploma.

Highest Honors

4.0 GPA

High Honors

3.75 - 3.99 GPA.

Honors 3.50 – 3.74 GPA

These honors are awarded based on the student's cumulative grade point average for college-level coursework completed from IECC through the term prior to graduation.

<u>Board Action:</u> Trustee Brenda Culver made a motion to approve Board Policy 500.38 Graduation Requirements, effective Spring 2024, and to waive second reading, as recommended. Trustee Roger Browning seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9- "Policy Second Reading"- None.

<u>AGENDA #10- "Staff Recommendations for Approval"-</u> The following staff recommendations were presented for approval.

#10-A. City of Robinson, IL TIF Extension: - The City of Robinson, Illinois has expressed interest in extending the life of the West Robinson Industrial Tax Increment District and the Downtown Robinson TIF District. Chancellor Gower asked the Board's approval of support for the extension as presented.

Board Action: Trustee John Brooks made a motion to approve supporting the extension, Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees Absent: None. The motion having received 7 yea votes and 0 nay votes the Chair declared the motion carried.

#10-B. Appointment of Ethics Officer: - Chancellor Ryan Gower recommended a motion to present the name of a prospective individual to fill the vacancy of Ethics Officer.

<u>Board Action:</u> Trustee Roger Browning made a motion to appoint Alex Cline as Ethics Officer. Trustee Brady Waldrop seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees Absent: None. The motion having received 7 yea votes and 0 nay votes the Chair declared the motion carried.

#10-C. Board of Trustees Election: Elections to the Board of Trustees will occur on April 4, 2023. The Chancellor recommended the Board approve the dates and terms open for election on April 4, 2023, and for the appointment of Sheryl Childers as the Election Official and the appointment of Nickie Daniel to be the Assistant Election Official. Terms of Board members Gary Carter, Brenda Culver, and Roger Browning are up for reelection. All three trustees holding office are expected to seek reelection.

<u>AGENDA #11 – "Bid Committee Report"</u> – Chancellor Gower recommended approval of the bid committee report based on the lowest responsible bid, considering conformity with specifications, terms of delivery, quality, and serviceability.

The Bid Committee recommends accepting the bid received from Homes by Schuetz for a total of \$42,350.

OCC New Student Sidewalk				
Company	Alternate 1 5' Wide Sidewalk Between Gym, etc.	Alternate 2 Cross Drainage Piping	Bid	
A & R Mechanical Services		1 6		
Urbana, IL	\$16,900	\$4,100	\$62,250	
Bergstrom Concrete				
Construction, Olney, IL	\$16,729	\$1,000	\$73,000	
Homes by Schuetz				
Olney, IL	\$8,250	\$1,400	\$32,700	

Respectfully submitted,

Ryan Gower

Ryan Hawkins

Department: Operations & Maintenance.

Source of Funds: OCC Maintenance Budget.

Rationale for Purchase: Student pathway is presently unpaved and in need of paving. Vendor submitted the lowest bid to meet specifications for this project. It is recommended that the Base bid, Alternate 1 bid, and Alternate 2 bid be accepted.

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.

The Bid Committee recommends accepting the bid received from Bobcat of Effingham for a total of \$52,350.00.

FCC Mini Excavator							
Company	Company Addendum #1 Addendum #2 Bid						
Alliance Tractor							
Newton, IL	X	X	\$57,212.00				
Bobcat of Effingham							
Teutopolis, IL	X X		\$52,350.00				
Fabick Cat							
Salem, IL	X	X	\$62,549.11				
Little Tractor &							
Equipment							
Harrisburg, IL	X		\$55,477.00				
Rudd							
Evansville, IN	X	X	\$66,630.00				

Respectfully submitted,

Ryan Gower

Ryan Hawkins

Department: FCC's Electrical Distribution Systems Program.

Source of Funds: Perkins Postsecondary Education Grants passed through the Illinois Community College Board.

Rationale for Purchase: 100% Perkins supported expense in line with the Perkins workplan to enhance the EDS instruction.

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.

The Bid Committee recommends accepting the bid received from Steve Faulkner's Chevrolet, Buick & GMC for a total of \$80,940.

(2) 2022 Pickup Trucks for OCC/WVC		
Company Bid		
Steve Faulkner's Chevrolet, Buick & GMC	\$40,470 each	
Princeton, IN	\$80,940 for 2	

Respectfully submitted,

Ryan Gower

Ryan Hawkins

Department: OCC & WVC Operations and Maintenance.

Source of Funds: OCC & WVC Operations and Maintenance.

Rationale for Purchase: Trucks are replacing aged fleet. Only bid received and meets 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.

<u>AGENDA #12 – "District Finance"</u> – The following district financial matters were presented by CFO and Treasurer, Ryan Hawkins:

- #12-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of August 31, 2022.
- #12-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for September 2022, totaling \$1,101,951.72, were presented for approval.

<u>Board Approval for Payment of Financial Obligations:</u> Trustee Jan Ridgely made a motion to approve payment of district financial obligations for September 2022, in the amounts listed. Trustee Brady Waldrop seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>AGENDA #13 – "Executive Session"</u> – The Board of Trustees went into executive session at 7:59 p.m. and the executive session was adjourned at 8:44 p.m. and returned to regular session. Separate minutes for the closed executive session meeting have been prepared for this meeting.

<u>AGENDA #14 – "Approval of Executive Session Minutes"</u> – Trustee Brenda Culver made motion to approve written and audio executive session minutes of a closed session held during the regular meeting, Tuesday, August 16, 2022, as presented. Trustee Jan Ridgely seconded the motion and the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>AGENDA #15 – "Approval of Personnel Report"</u> – Andrea McDowell reviewed the following Personnel Report and the Chancellor recommended approval.

400.1. Employment of Personnel

A. Faculty

1. Elaine Hasty, Spanish Instructor, IECC, effective September 26, 2022.

B. Professional, Non-Faculty, Exempt

- 1. Morris Nead, Project Director, Title III, FCC, effective September 26, 2022.
- 2. Brittany Biddle, Retention Coordinator, WVC, effective September 26, 2022.

- 3. Dennis Stroughmatt, Music & Theatre Specialist, WVC, effective September 26, 2022.
- 4. Shanna Bradford, Data Analyst, DO, effective September 26, 2022.

C. Classified

- 1. Brian Stevens, Groundskeeper, OCC, effective September 26, 2022.
- 2. Hunter Meritt, TRIO Upward Bound Counselor, DO/LTC, effective September 26, 2022.
- 3. Megan Hildebrand, TRIO Upward Bound Counselor, DO/OCC, effective September 26, 2022.

400.2. Temporary Contract

A. Professional, Non-Faculty, Exempt

1. Isaac Wodajo, Associate Head Men's Basketball Coach, WVC, effective September 26, 2022.

400.3. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	Days per Academic Year
Becky Coleman	Richland Nursing & Rehab	36
	Olney, IL	

400.4. Honorable Dismissal

1. Micah Drummond, Covid Care Coordinator, DO, effective July 29, 202

400.5. Special Assignment (Attachment)

400.6. Resignation Ratifications

A. Faculty

1. Logan Marshall, Industrial Maintenance Instructor, OCC, effective December 31, 2022.

B. Classified

1. Whitney McCullough, TRIO Upward Bound Counselor, DO, effective August 22, 2022.

ADDENDUM

400.7. Approval to Hire Head Baseball Coach, FCC, Prior to October Board Meeting

#15- Board Action to Approve Personnel Report: Trustee Brenda Culver made a motion to approve the Personnel Report as presented. Trustee Brady Waldrop seconded the motion, and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #16 – "Collective Bargaining" None.

AGENDA #17 – "Litigation" – Chancellor Gower provided an update on ongoing litigation.

AGENDA #18 – "Other Items" – None.

<u>AGENDA #19 – "Adjournment"</u> – Trustee Culver made a motion to adjourn. Trustee Brady Waldrop seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried and the meeting adjourned at 9:03 p.m.

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: October 18, 2022

RE: Biennial Review Report 2022

Drug-Free Schools and Communities Act

The Drug-Free Schools and Campus Regulations, as articulated in the Education Department of General Administrative Regulations (EDGAR) Part 86.100, requires that, as a condition of receiving funds or any form of financial assistance under any federal program, an institution of higher education must certify that it has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

In order to certify the IECC District's compliance with the Part 86 regulations, IECC is required to create a program that complies with the regulations as follows:

- 1. Annually notify each employee and student, in writing, of standards of conduct; a description of appropriate sanctions for violation of federal, state, and local law and campus policy; a description of health risks associated with Alcohol and Other Drug (AOD) use; and a description of available treatment programs.
- 2. Develop a sound method for distributing annual notification information to every student and staff member each year.
- 3. Conduct biennial review on the effectiveness of its Alcohol and Other Drug (AOD) programs and the consistency of sanction enforcement.
- 4. Maintain its biennial review report on file, so that, if requested by the U.S. Department of Education, the college can submit it.

Attached is IECC's 2022 Biennial Review and I ask the Board's approval of this report.

RG/sc

Illinois Eastern Community Colleges

Drug-Free Schools and Communities Act

Biennial Review Report October 2022

Certification Requirements

The Drug-Free Schools and Campuses Regulations, as articulated in the Education Department General Administrative Regulations (EDGAR) Part 86.100, requires that, as a condition of receiving funds or any form of financial assistance under any federal program, an institution of higher education (IHE) must certify that it has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

In order to certify its compliance with the Part 86 regulations, an IHE must adopt and implement a drug prevention program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by all students and employees both on its premises and as part of its activities. Creating a program that complies with the regulations requires an IHE to do the following:

- 1. Annually notify each employee and student, in writing, of standards of conduct; a description of appropriate sanctions for violation of federal, state, and local law and campus policy; a description of health risks associated with Alcohol and Other Drug (AOD) use; and a description of available treatment programs.
- 2. Develop a sound method for distributing annual notification information to every student and staff member each year.
- 3. Conduct biennial review on the effectiveness of its Alcohol and Other Drug (AOD) programs and the consistency of sanction enforcement.
- 4. Maintain its biennial review report on file, so that, if requested by the U.S. Department of Education, the college can submit it.

Recommendations for Revising IECC's AOD Program

IECC's 2022 biennial review identified the following recommendations which will maintain the effectiveness of the program:

- Regularly review and update IECC's website to ensure the accuracy and availability of information pertinent to alcohol, drugs, treatment, and resources.
- Review the Substance Abuse, Drug-Free Workplace, and Student Conduct policies to ensure continued compliance with the Drug-Free Schools and Communities Act.
- Review the Student and Employee Handbooks to ensure the accuracy and availability of information pertinent to alcohol, drugs, treatment, and resources.

IECC conducted a biennial review of its drug prevention program and policy and has determined that it is adequately effective in promoting a drug-free campus environment to the students, faculty, and staff. The recommendations listed above will maintain the effectiveness of IECC's policy and procedures on alcohol and other drugs. IECC will continue to conduct a biennial review to review the program's effectiveness, implement needed changes, and ensure that disciplinary sanctions are consistently enforced.

Chancellor	Date

Illinois Eastern Community Colleges

Drug-Free Program and Policy

Substance Abuse Policy (100.9)

The Board of Trustees recognizes the importance of a college environment which is free of substance abuse. Programs of education, rehabilitation and treatment are implemented to promote a substance-free college environment. The college environment includes students, employees and other persons participating in District 529-sponsored classes, programs, services and other activities and events.

Drug-Free Workplace Policy (400.19)

Illinois Eastern Community Colleges has a duty to protect its employees, students and the public from dangers posed by the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and the abuse of legal drugs and/or alcohol while on IECC owned or supervised property, and while on IECC business. The College will take all reasonable steps to insure a drug-free workplace in its programs during the performance of any federal contract work. IECC policy strictly prohibits all employees engaged in performing federal contract work from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace.

Policy on Student Conduct (500.8)

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

Biennial Review

As required by the Drug-Free Schools and Communities Act (DFSCA) and Drug and Alcohol Abuse Prevention Regulations, Part 86, Illinois Eastern Community Colleges conducts a Biennial Review by the end of every even-numbered calendar year and completes a Biennial Review Report on the effectiveness of our AOD program. This review encompasses each of the four Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College. The Biennial Review Report is maintained on file at the IECC District Office, so that, if requested to do so by the U.S. Department of Education, IECC can submit the report. For a copy of the Biennial Review, an individual may contact the office of the Assistant Dean of Academic Services for Illinois Eastern Community Colleges.

The Biennial Review indicates that IECC has developed and maintained a Substance Abuse Policy and a Drug-Free Workplace Policy, which are well publicized and distributed to the students, faculty, and staff. IECC provides information and services to promote a drug-free campus environment and ensures that disciplinary sanctions are enforced.

Annual Notification and Distribution of Policy

Annually, each employee and student receive, in writing, IECC's policies which are in compliance with the Drug-Free Schools and Communities Act and include IECC's Substance Abuse Policy, Drug-Free Workplace Policy, Student Conduct Policy, health risks associated with alcohol and other drug use, and available prevention and treatment programs in the area. Additionally, Illinois Eastern Community Colleges Drug-Free Schools and Community Act information is located in the college catalog; in the student, employee, and faculty handbooks; and on the IECC website at www.iecc.edu/drugfree.

IECC has developed a sound method for distributing annual notification of the required Drug-Free Schools and Community Act information to students and staff through the following procedures. Note: These procedures may be modified from time to time to ensure the information is disseminated appropriately and effectively.

- A login requirement and acknowledgement to all Entrata accounts which provides IECC
 with a delivery receipt. This acknowledgment is released on going as accounts are created
 and is required.
- A link to the IECC website <u>www.iecc.edu/drugfree</u> is printed on each student's class schedule every semester.
- An email is sent to all IECC employees and students near October 1 and March 1 which provides a link to the IECC website at www.iecc.edu/drugfree.

IECC's Substance Abuse Policy (100.9) and Drug-Free Workplace Policy (400.19) are included in both the Faculty Handbook and Employee Handbook which are distributed to new employees upon employment with IECC. These handbooks and the IECC Board of Trustees Policy Manual are available online to IECC faculty and staff through the IECC intranet. The IECC Procedures Manual includes detailed procedures that are pursuant to IECC's Substance Abuse Policy (100.9). An email is sent semiannually, near October 1 and March 1, to all employees regarding IECC's Substance Abuse and Drug-Free Workplace policies and procedures which include standards of conduct and appropriate sanctions for violation.

Each year at New Student Orientation, IECC students are given informational materials which may include pamphlets about alcohol poisoning, a bookmark about the Illinois Zero Tolerance Law, and brochures about the effects of alcohol abuse. On each student's course schedule, the following statement is also printed to ensure that IECC's distribution of our policies and resources are well distributed annually to each student.

IECC complies with the Drug-Free Schools and Campuses Regulations. Go to www.iecc.edu/drugfree for information and resources.

IECC's Drug-Free Schools and Communities Act information is available at www.iecc.edu/drugfree. The website is available 24/7 to students, faculty, and staff and it includes IECC's Substance Abuse Policy, Drug-Free Workplace Policy, and Student Code of Conduct, health risks associated with alcohol and other drug use, and available treatment programs.

Additional methods of distribution and promoting awareness of AOD are as follows:

- Drug-free and alcohol abuse materials are distributed to students throughout the semester.
- Drug-free and alcohol abuse materials are available in the colleges' brochure racks and in the Student Services Offices.
- Posters are displayed around the colleges concerning alcohol abuse and Illinois law.
- Distribution of brochures to refer students to a counseling agency should they need additional assistance.
- The colleges offer student centers, recreation centers, fitness centers, or other alcohol-free settings.
- Alcohol-free events and activities are created and promoted at each college.
- Alcohol is banned on college campuses.
- Alcohol advertising on the college campuses is banned or limited.
- Alcohol industry sponsorship for on-campus events is banned or limited.

Written Policies/Procedure on Alcohol and Other Drugs

Substance Abuse Policy (100.9)

Date Adopted: December 19, 1989

Revised: November 20, 2018

The Board of Trustees recognizes the importance of a college environment which is free of substance abuse. Programs of education, rehabilitation and treatment are implemented to promote a substance-free college environment. The college environment includes students, employees and other persons participating in District 529-sponsored classes, programs, services and other activities and events.

Section 22 of the Drug Free Schools and Communities Act Amendments of 1989 (DFSCA) added section 1213 to the Higher Education Act of 1965 (HEA), requiring that all institutions receiving federal financial assistance, including student financial aid, implement a drug prevention program.

Pursuant to section 22 of the DFSCA, Drug-Free Workplace Act of 1988, and the Controlled Substance Act of 1970, Illinois Eastern Communities Colleges prohibits the unlawful possession, sale, transfer, purchase, or use of alcohol, unlawful narcotics, cannabis or any other controlled substance on college property or on the premises where college activity is occurring.

Under federal jurisdiction, the possession, sale, transfer, purchase, or use of cannabis, including medical marijuana, is unlawful. Therefore, although Illinois state legislation permits the authorized use of medical marijuana, under physician prescription, the possession, sale, transfer, purchase or use of all cannabis, is prohibited on college property or on the premises where college activity is occurring.

Students and employees in violation of this policy are subject to disciplinary action including, but not limited to, referral to counseling, academic suspensions or expulsions for students, and termination of employment for employees. Any illegal substance abuse instance will result in involvement of law enforcement officials.

Contractors to District 529 are expected to comply with the Drug-Free Workplace Act of 1988.

100.9 Substance Abuse Procedure

The following personnel will assume a major responsibility for administration of the Substance Abuse Policy and Procedures: The President and the Dean of the College; the Chief Executive Officer at the District level.

- 1. IECC Publications and marketing materials shall include the following statement:
 - Illinois Eastern Community Colleges' Board of Trustees has adopted the Substance Abuse Policy. Students and employees involved in substance abuse, within the college environment, are subject to disciplinary action.
- 2. Individuals involved in substance abuse shall be reported immediately to the College President
- 3. The College President shall discuss the reported violation with the violator within 48 hours of the report.
- 4. The College President will make a recommendation of referral to an appropriate agency and disciplinary action or dismissal to the Chief Executive Officer within five (5) working days of the reported violation. In instances of violation of civil law, the President will also notify appropriate law enforcement agencies.
- 5. In life threatening instances, the reporting college employee should take immediate action to notify college administration. The College President will immediately obtain the assistance of medical, law enforcement, or other appropriate officials. In the event that an administrator is not available, the employee will request assistance of medical, law enforcement or other appropriate officials and notify a college administrator immediately thereafter.
- 6. If the individual involved in substance abuse is an employee of the District Office, the report shall be to the Chief Executive Officer and the above procedures implemented at that level.

- 7. Instance of a violation of this policy shall be documented. The College President or the Chief Executive Officer will notify each employee in a written statement, that as a condition of employment under any federal grant, the employee will: a) abide by the terms of the policy statement, and b) notify the College President or Chief Executive Officer of any criminal drug statute conviction or violation occurring in the workplace no later than five (5) days after each conviction.
- 8. The College President or Chief Executive Officer will notify the funding agency within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- 9. An individual receiving a grant directly from a federal agency must sign the following certification "As a condition of the grant, I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the grant."
- 10. Every student receiving a Pell Grant must attest to his/her noninvolvement with drugs.
- 11. Illinois Eastern Community Colleges will take one of the following actions within thirty (30) days of receiving notice regarding conviction or violation occurring in the workplace, with respect to an employee, if so convicted.
 - a. Taking appropriate action against such an employee, up to and including termination, or
 - b. Requiring such an employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- 12. The Chief Executive Officer shall be responsible for recommendations to the Board of Trustees regarding disciplinary action taken through this policy and/or procedure.
- 13. The Dean of the College shall be responsible for conduct of an annual substance abuse awareness faculty and staff training activity.
- 14. Enforcement of the policy and procedures on substance abuse is limited to college or district owned and rented facilities and college district sponsored activities.
- 15. In cases where a minor is subject to this policy or procedure, the college or district administrator shall notify the parents or legal guardian of violations and disciplinary actions.
- 16. Any expenses resulting from disciplinary actions shall be the responsibility of the employee or student who violates the policy or procedure.
- 17. Each employee and student will be apprised annually in writing of the Substance Abuse Policy and Procedures.
- 18. Appeals to this policy shall follow appeal policy procedures for students or employees.

19. The Board of Trustees Policy and Procedure regarding Substance Abuse takes into account the Drug-Free Workplace Act, Title V-D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) and other applicable laws and regulations pertaining to community colleges.

<u>Drug-Free Workplace Policy (400.19)</u>

Date Adopted: November 20, 1990

Revised: April 18, 2017

Illinois Eastern Community Colleges has a duty to protect its employees, students and the public from dangers posed by the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and the abuse of legal drugs and/or alcohol while on IECC owned or supervised property, and while on IECC business. The College will take all reasonable steps to insure a drug-free workplace in its programs during the performance of any federal contract work. IECC policy strictly prohibits all employees engaged in performing federal contract work from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace.

I.NOTICE OF CONVICTION

As a condition of employment, all employees directly engaged in performing work under federal grants must agree to comply with this policy and must agree to notify the President or the Chief Executive Officer no later than five (5) days after any conviction for workplace violation of a criminal drug statute. IECC will report such convictions to the federal agency with whom IECC has contracted or from whom IECC has received the grant within ten (10) days.

Any employee who is convicted of such a crime is also subject to discipline up to and including discharge. Where appropriate, in the College's discretion, employees who are convicted of such crimes may be required to participate satisfactorily in a drug rehabilitation or counseling program.

II.DEFINITIONS

The term "controlled substances" means substances listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C., 812. Among other substances, it includes such illegal drugs as marijuana, cocaine, crack, PCP, heroin, morphine, and LSD. For the purpose of this policy, drugs are defined as any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug but which is not legally obtained, is not being used for prescribed purposes and/or is not being taken according to prescribed dosages.

The phrase "conviction for a violation of a criminal drug statute" means a finding of guilt, a no contest plea or an imposition of sentence by any judicial body for any violation of any state or federal criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.

III.PENALTIES FOR VIOLATION

Compliance with this policy is a condition of continued employment. Consequently, a violation of any aspect of this policy will render College employees subject to disciplinary action, up to and including termination. Alternatively, if deemed appropriate by the College under the particular circumstances, any employee who violates this policy may be required to participate in and complete a drug abuse assistance or rehabilitation program to the satisfaction of the Agency.

Written Policy on Student Conduct

Student Conduct Policy (500.8)

Date Adopted: December 19, 1989

Revised: February 21, 2006

Revised: October 19, 2021

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 Illinois Eastern Community Colleges, obligate themselves to obey all rules and regulations published in the college catalog, program and student handbooks, and/or on

the website

IECC Student Code of Conduct

The Student Code of Conduct can be viewed/printed at www.iecc.edu/studentconduct and is available upon request in the Student Services Office at each campus. By registering for classes or utilizing services at any IECC location, the student agrees to follow the regulations set forth in the code of conduct. We highly recommend all students review the code of conduct immediately upon enrolling.

MEMORANDUM

TO:	Board of Trustees
FROM:	Ryan Gower
DATE	October 18, 2022
RE:	Student Complaint Annual Review
CRRT.B.10.02 written and for and/or Office	W HLC Federal Compliance Policy FDCR.A.10.030, and HLC Assumed Practices Policy 20 institutions are required to maintain institutional records of student complaints that are rmal complaints filed with the Chancellor, Presidents, Deans/Chief Academic Officers, of Admissions. udent complaint log for FY2022 (July 1, 2021 – June 30, 2022) for acceptance.
RG/sc	

Illinois Eastern Community Colleges

FCC, LTC, OCC, WVC

Federal Compliance Report - Institutional Record of Student Complaints FY2020-FY2022

7/27/22

Complaint Categories	FY2020	FY2021	FY2022
Appeal to take test on another date		1	
Course Organization complaint		1	
Grade Appeal	5	2	
Petition to retake final exam		2	
Small World staff - parent concern re: disciplining child in lunch room			1
Waiver request for balance of tuition			1
TOTAL	5	6	2

FY2020	7/1/19-6/30/20	
LTC	Grade appeal	5/12/2020
OCC	Grade appeal	12/11/2019
OCC	Grade appeal	12/12/2019
OCC	Grade appeal	12/16/2019
WVC	Grade appeal	12/19/2019

FY2021	7/1/20-6/30/21	
OCC	Appeal to take test on another date	10/1/2020
LTC	Course Organization complaint	3/24/2021
FCC	Grade appeal	6/7/2021
OCC	Grade appeal	12/15/2020
OCC	Petition to retake final exam	5/11/2021
OCC	Petition to retake final exam	5/11/2021
FY2022	7/1/21-6/30/22	
OCC	Waiver request for balance of tuition	11/22/2021
WVC	Small World staff - parent concern re: disciplining child in lunch room	3/16/2022

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: October 18, 2022

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:

• Flora Rehabilitation & Health Care Center

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

• PT Solutions Holdings, LLC

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

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	
(state)		(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 theAGENCY'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.

- 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. 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 official	als the	day of
,		
ILLINOIS EASTERN COMMUNITY COLLEGES DI	STRICT #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.

CLINICAL AFFILIATION AGREEMENT

This CLINICAL AFFILIATION AGREEMENT ("Agreement") is entered into on this day of , 2022 by and between Illinois Eastern Community Colleges ("School") and PT Solutions Holdings, LLC, an Alabama limited liability company ("Facility").

WHEREAS, School offers a degree program in physical therapy assistant ("Degree Program");

WHEREAS, Facility provides athletic training, occupational therapy, physical therapy, and speech therapy services to patients in a community setting;

WHEREAS, School desires for students in Degree Program to obtain patient care educational experiences at Facilities;

WHEREAS, Facility desires to provide patient care training, education and mentoring to students in Degree Program; and

WHEREAS, Facility is willing to accept, and School is willing to place students at Facility for clinical rotations upon the terms and conditions below.

NOW, THEREFORE, School and Facility agree as follows:

I. GENERAL PROVISIONS

A. Students will be assigned by School to Facility for clinical rotations. The timing and duration of such rotations will be made by mutual agreement of Facility and School.

- B. The number of students to be assigned to the Facility will be mutually agreed upon by the Facility and the School. Facility reserves the right to reasonably limit the number of students participating in clinical activities at Facility during a particular month.
- C. School shall assign to the Facility only those students who have satisfactorily completed all prerequisite portions of the Degree Program curriculum.
- D. School shall assign only such students as are, to the extent of the School's knowledge, free from communicable diseases and are able to perform required duties at the time of reporting for such rotations.
- E. The clinical activities of students during rotations will be based on the course objectives and the skill level of each student, as determined by School faculty and Facility. A copy of the course objectives will be provided to and maintained by the Facility.
- F. Students will not perform any task or act for which a license to practice is required, except under the direct supervision of one of Facility's licensed personnel.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and will continue for a period of one (1) year (the "Initial Term"), unless otherwise terminated in accordance with

- Section II (B). At the conclusion of the Initial Term, this Agreement will automatically renew for up to one additional period of one (1) year.
- B. This Agreement may be terminated by the parties upon (i) mutual consent or (ii) upon sixty (60) days' prior written notice, with or without cause, to the other party.
- C. Upon notice of termination of this Agreement, students participating in clinical rotations at the Facility may complete such rotations, provided such completion does not exceed one (1) month after the effective date of termination.

III. RESPONSIBILITIES OF THE SCHOOL

A. School will identify the School faculty assigned to the student for the clinical rotation at the Facility, including contact information for such faculty. All School faculty shall be duly licensed, certified or otherwise qualified to supervise the students' educational program. School faculty will provide the Facility with the course objectives for the clinical rotation prior to the beginning of such rotation.

- B. School will require students to comply with Facility dress code and name tag requirements.
- C. School will direct students to comply with the Facility's rules, policies, and supervision while participating in the clinical rotation. The Facility's rules and policies will be made available to the students at the beginning of the clinical rotation.
- D. School shall obtain and maintain evidence that each assigned student has met the immunization and other health status requirements of the Facility and School for participation in the clinical rotation.
- E. A School faculty member may be present within the Facility during student clinical rotations. A School faculty member will periodically visit the Facility to assist and evaluate students' progress toward the course objectives. School faculty members shall be available by phone for both student and Facility personnel.
- F. School shall require students to comply with the School's policies and code of conduct.
- G. School assumes full responsibility for the education of its students and has the final authority to determine whether students have met the course objectives.

H. School will provide education related to the Health Insurance Portability and Accountability Act ("HIPAA") for students prior to their participation in clinical rotations at Facility.

IV. RESPONSIBILITIES OF THE FACILITY

- A. Facility will designate a supervisor to implement, plan, and coordinate clinical experiences with the School. The Facility supervisor will be the primary on-site resource for students during their clinical rotation.
- B. Facility will provide orientation for students that will include, at a minimum, instruction on electronic medical records, HIPAA, security measures, fire safety, and disaster protocols.
- C. Facility shall instruct students in its policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and Facility's protocol for injuries, including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants.
- D. In the event a student suffers injury or experiences a health threatening exposure while on the premise of the Facility, the Facility will coordinate emergency and follow up care. The student is solely responsible for the cost of any accepted emergency and follow-up care.
- E. In instances where national and/or state professional certification is a prerequisite to function as a Facility supervisor, Facility will provide School with written documentation of the staff member's certification status.
- F. Facility will provide School with credentials and proof of employment of supervisors assigned to instruction of students and notify School immediately if there is any adverse action against a supervisor or change in supervisor's employment status with the Facility.
- G. Facility will provide an evaluation of each student's performance during the clinical rotation in a format mutually agreeable to the parties.
- H. Facility will notify School at the earliest practicable time if a student's performance is

deficient, or student is unable to achieve course objectives based on demonstrated skills or proficiency.

- I. Facility retains the ultimate responsibility for the patient care delivery and reserves the right to remove any student from the Facility for cause. Facility will use commercially reasonable efforts to consult with the School faculty member assigned to the student prior to removal of the student from the Facility. For clarity, for cause events include, but are not limited to: a student's unprofessional or unethical behavior; failure by a student to meet any necessary academic requirements; acts or omissions by a student that endanger patient health and safety; arrest or conviction for any felony, or for any misdemeanor alcohol or drug use, involving moral turpitude or theft; or use of alcohol, drugs or other substances which, in Facility's sole judgment, may limit or adversely affect the student's activities and performance during a clinical rotation.
- J. Facility agrees to provide students with appropriate access to electronic medical records and to provide access to computer workstations and other equipment and databases, contingent upon student signing any required Facility access agreements and agreeing to abide by Facility's security procedures and policies, including but not limited to policies and procedures related to HIPAA.

K. Facility will permit the authority responsible for accreditation of School to inspect the facilities, services, and other items provided by the Facility, provided that such inspections will be conducted at a mutually agreeable time and be conducted in a manner that does not disrupt patient care.

V. RELATIONSHIPS, PRIVACY, AND CONFIDENTIALITY

A. School and Facility are independent parties, and neither party shall be considered the agent or partner of, or joint venturer with the other party. Neither party has the authority to act on behalf of, incur liabilities for, or bind the other party.

B. Students are not Facility's employees, servants, or agents and are not entitled to any compensation or other benefits of employees, such as workers' compensation benefits, life or health insurance or free health care. The only exception is that students will be

considered members of Facility's "workforce" solely for purposes of HIPAA.

Accordingly, students may have access to Protected Health Information, as defined in HIPAA.

C. Neither School nor any student shall disclose to any unauthorized person any confidential information of the Facility or its patients or employees. At no time during the term of this Agreement or after the termination of this Agreement for any reason, shall School, its agents, employees, faculty or students, disclose to anyone any confidential or secret information concerning the business affairs, patients or operations, any trade secrets, new product developments, special or unique processes or methods, or any marketing, sales, advertising or other concepts or plans of Facility. D. To the extent applicable to this Agreement, the parties agree to comply with the applicable requirements of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), and any current and future regulations promulgated thereunder, including without limitation, the Federal Privacy Regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the Federal Security Standards as contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the Federal Standards for Electronic Transactions in 45 C.F.R. Parts 160 and 162 (the "Federal Transaction Standards") on or before their official compliance dates. The parties agree not to use or further disclose any protected health information, as defined in 45 C.F.R. § 164.501, or individually identifiable health information, as defined in 42 U.S.C. §1320 (d) (collectively, the "Protected Health Information"), concerning a patient other than as permitted by this Agreement, the requirements of HIPAA, and the regulations promulgated under HIPAA including, without limitation, the Federal Privacy Regulations, the Federal Security Regulations, and the Federal Transaction Standards. Additionally, on or before the official date of compliance, School shall enter into a mutually agreeable business associate agreement with Facility, if required under the

Federal Privacy Regulations agreeing to safeguard Protected Health Information, and upon its execution, such agreement shall be attached to this Agreement and incorporated herein as an addendum.

VI. INDEMNIFICATION AND INSURANCE

A. School agrees to indemnify, hold harmless, and defend Facility from and against any and all third party claims, suits, judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the actual or alleged negligence, actions, or omissions of School or its employees, students, faculty, directors or officers. School agrees that the provisions of this section shall survive the termination of this Agreement.

B. School will either:

- 1. Obtain and maintain professional liability insurance in the amount of not less than \$1,000,000 for each occurrence and \$3,000,000 annual aggregate, and that the School will furnish appropriate evidence to the Facility of the existence of such insurance; or
- 2. Advise each student to carry appropriate professional liability insurance of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate and require each student to provide written evidence thereof to Facility prior to beginning a clinical rotation at Facility.

VII. MISCELLANEOUS

A. Assignment. Neither party may assign its rights or obligations hereunder without the prior written approval of the other; provided, however, that such an assignment may be made without prior approval to an entity which is related by virtue of a common parent corporation, or which is directly or indirectly wholly owned or controlled by the same entity as the assigning party. Any purported assignment in violation of the provision shall be null and void.

B. Binding Effect. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- C. Change in Law. In the event there is a change in state or federal law, whether by statute, regulation, agency interpretation, or judicial decision, that in the reasonable opinion of the legal counsel to either party hereto renders any of the material terms of this Agreement unlawful or unenforceable, the applicable term(s) of the Agreement will be subject to renegotiation upon written notice to the other party to remedy such condition and conform the Agreement to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) day period of time following written notification, either party may terminate this Agreement without penalty.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which, when taken together, will constitute one and the same agreement.
- E. Entire Agreement. This Agreement contains the entire agreement of the parties in connection with the subject matter hereof and supersedes any and all prior agreements between the parties, whether written or oral.
- F. Force Majeure. Each party is excused from any delay or failure in performing this Agreement to the extent that the delay or failure is caused by acts of God, terrorism, fires, explosions, or other similar causes beyond a party's reasonable control, even if such delay or failure is reasonable.
- G. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia, without reference to its choice or conflict of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the federal and state courts located in the State of Georgia, for any action relating to this Agreement or any relationship between the parties, and the parties agree not to contest or challenge venue in any such courts.
- H. Headings. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement. The parties acknowledge that each party, and at each party's discretion, it's counsel, have reviewed and revised this Agreement and, consequently, any rule of construction that would hold that any

ambiguities if found to be contained herein are to be resolved against the drafting party

is not applicable in the interpretation of this Agreement.

I. Independent Contractors. The parties agree that each is at all times acting and

performing as an independent contractor. Nothing in this Agreement shall be construed

as creating a partnership, joint venture or employment arrangement.

J. Mediation. The parties agree that they will endeavor to settle any dispute, controversy,

or claim arising out of or relating to this Agreement, which they are unable to settle

through direct discussions by mediation administered by a mutually acceptable

mediator before resorting to litigation. Each party shall share equally in the costs

associated with any required mediation. If the parties are not able to promptly agree

on a mediator, either party may initiate litigation and forego mediation in order to

protect its legal rights and remedies.

K. Modification. Any modification of this Agreement or additional obligation assumed

by either Party in connection with this Agreement will only be binding if evidence in

writing signed by each Party or an unauthorized representative of each Party.

L. Notices. All notices, consents, or other communications which either party is required

or may desire to give to the other under this Agreement shall be in writing and shall be

given by personal delivery or by deposit, postage prepaid, in the United States mail,

certified or registered mail, return receipt requested, addressed to the parties at their

respective addresses set forth below:

If to Facility: PT Solutions Holdings, LLC, an Alabama limited liability company

1100 Circle 75 Pkwy., Suite 1400

Atlanta, GA 30339

Attn:

cc: General Counsel

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If to School: Illinois Eastern Community Colleges

233 East Chestnut

Olney, IL 62450

Attn: Alyssa Maglone, Assistant Dean of Academic Services

Cc:

Any notice mailed in compliance with this section shall be deemed to have been given upon the earlier of receipt or three (3) days after deposit, except that notice of change

of address shall not be deemed effective until actual receipt by the intended recipient.

M. Nondiscrimination. Neither party shall discriminate on the basis of race, color, sex,

age, religion, national origin, sexual orientation, pregnancy, marital status, veteran

status, or handicap in providing services under this Agreement or in the selection of

employees or independent contractors.

N. No Additional Benefits. Facility shall have no duty to provide students or faculty any

transportation, meals, living expenses, or health care services, other than those

specified elsewhere in this Agreement.

O. Severability. If any provision of this Agreement is found to be unlawful or

unenforceable, the remaining portions of this Agreement continue in full force and

effect, and the parties or a Court must replace the unlawful and unenforceable provision

with one that is lawful and enforceable, and which gives the fullest effect to the intent

of the parties expressed in this Agreement.

P. Survival. Any provisions of this Agreement creating obligations extending beyond the

term of this Agreement will survive the expiration or termination of this Agreement,

regardless of the reason for such termination.

Q. Third Parties. Except as specifically set forth in this Agreement, this Agreement does

not create any right enforceable by any third party.

R. Waiver. No waiver of any breach of any provision of this Agreement will be construed

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to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature. Any provisions of this Agreement creating obligations extending beyond the Term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of)f
the date and year first above written.	

FACILITY: SCHOOL:		
Ву:	_ By:	
Name: Name: Gary Carter		
Title: Title: Chairman, IECC Board of Trustees		
Data:	Data	

Action on Items Removed form Consent Agenda

Policy First Reading (and Possible Approval)None.

Policy Second Reading

None.

Staff Recommendations for Approval

Agenda Item #10A

Approval to Purchase Used Vehicles

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: October 18, 2022

RE: Approval to Purchase Shuttle Vans

It is the policy of Illinois Eastern Community College District #529 to award contracts for purchases of supplies or materials more than \$25,000 to the lowest responsible bidder in conformity with specifications, quality, and serviceability. In attempts to bid purchases of full-size vans, service trucks, and other vehicle needs of the District, it has been increasingly difficult to secure bids from dealers. Disruptions in the auto industry have made it more difficult to work with dealers as either 1) inventory does not exist, or 2) the vehicle is sold before we can get an item to the Board for approval.

For Fiscal Year 2023, the District has budgeted to purchase six shuttle vans or full-size vans for use in transporting students. We have applied general specifications to these vehicles, including: 2017 or newer and 85,000 or fewer miles. We would continue to utilize these standard specifications when seeking available vehicles to purchase. Additionally, other procurement procedures will be maintained through obtaining, or seeking to obtain, quotes from a minimum of three providers.

Under ILCS 805/3-27.1, limited exceptions exist that allow the Board to approve purchases of equipment previously owned by some entity other than the District itself without bidding the item (805/3-27.1(i)). For the remainder of this Fiscal Year (ending June 30, 2023), we are asking the Board to authorize the District to seek bids and quotes to procure vehicles that meet our specifications, while adhering to all other procurement procedures and policies. Any vehicle purchased, will not exceed \$70,000 in cost, and will be reported back to the Board following acquisition.

RG/akb

Agenda Item #10B

Electricity Supplier Contract

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: October 18, 2022

RE: Electricity Supplier Contract

For several years now, the District has been purchasing its electrical supply on contract utilizing Homefield Energy. Prior to entering into these contracts, the District was purchasing its electrical supply (within the Ameren territory) at 7.223 cents per kWh. Since entering into these forward contracts, the District has seen substantial savings on the price per kWh for the electrical supply.

During 2022, IECC has been working with DaCott Energy Services, Ltd to negotiate the electrical supply cost with a variety of suppliers. Unfortunately, historic volatility has impacted the energy markets all year long. This volatility has left the market with pricing increases that will impact the District.

Over the past few pricing contracts, the cost per kWh has been as follows:

Prior to Contract	7.223 cents per kWh
2009-2011	5.502 cents per kWh
2011-2013	4.813 cents per kWh
2013-2016	4.395 cents per kWh
2016-2018	5.798 cents per kWh
2018-2020	4.519 cents per kWh
2020-2022	4.340 cents per kWh

Under the proposal presented by DaCott Energy Services, Ltd the pricing is as follows:

```
November 2022 – November 2023 $0.12297 per kWh
November 2022 – November 2024 $0.11554 per kWh
November 2022 – November 2025 $0.10972 per kWh
```

Because the electric power market changes on a day-to-day basis, the District cannot lock in these rates for the time between the date of this memo (10-11-2022) and the October 18th board meeting. Therefore, the District may receive a revised offer from DaCott Energy Services, Ltd at the board meeting and the actual rate could change by up to .01 of a cent per kWh, up or down. It is not anticipated that there will be any substantial changes in electrical power rates in the next week, but DaCott Energy Services, Ltd can only guarantee the rates that they will provide to the District on the day of Board meeting and those rates will be valid up to midnight October 18, 2022.

I would recommend that the Board approve a 24-month contract or 36-month contract for the time period November 2022 through November 2024 or 2025 for electric power service.

RG/akb

Agenda Item #10C

Health & Dental Insurance Calendar Year 2023

Agenda Item #10C

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: October 18, 2022

RE: Health & Dental Insurance – Calendar Year 2023

The District has received renewal rates for the group health and dental insurance plans for the calendar year 2023. The Board must consider renewal of the District's health and dental insurance plans in order to timely prepare for annual open enrollment.

There will be four plan offerings for health insurance, with a \$250 deductible plan, a \$1,500 deductible plan, a \$2,650 deductible plan, and a \$6,000 deductible plan. These plans are consistent with what IECC has offered in past years for health coverage.

The District will contribute \$937.89 per month for health benefits and \$30.25 per month for dental benefits. The calendar year 2023 premiums represent an increase of 9.8% for health insurance and a 2.3% decrease for dental insurance.

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

By choosing one of the Qualified High Deductible Plans (\$1,500, \$2,650, or \$6,000 deductible) the employee will qualify for a Health Savings Account (HSA). The District will continue to offer the Medical Reimbursement Plan (MRP) for eligible employees that waive coverage through the group health plan.

The recent history of the District's health rate increases follows:

Rate Increase History

January 1, 2014 – December 31, 2014 12.3% Increase (Includes 3.3% for ACA)

January 1, 2015 – December 31, 2015 (5.6%) Decrease

```
January 1, 2016 – December 31, 2016
                                            15.3% Increase
January 1, 2017 – December 31, 2017
                                            2.2% Increase (New IECC Marketplace Structure)
January 1, 2018 – December 31, 2018
                                            7.5% Increase
January 1, 2019 – December 31, 2019
                                            (9.2%) Decrease
January 1, 2020 – December 31, 2020
                                            (4.4%) Decrease
January 1, 2021 – December 31, 2021
                                            (Flat)
January 1, 2022 – December 31, 2022
                                            9.5% Increase
January 1, 2023 – December 31, 2023
                                            9.8% Increase
```

As required by the Affordable Care Act, the January 1, 2023, renewal for BCBS will continue to include Level 2 employees who average between 30 – 39.99 hours of service per week. These employees are eligible for health insurance benefits and will pay 9% of their gross wages towards the cost of the premium.

Attached are the plans that have been negotiated with BCBS to be offered under the IECC Marketplace. I recommend that the Board accept these plans and premiums for calendar year 2023 as outlined in the following attachments.

RG/akb

Attachments

IECC Marketplace Options (Health Insurance) Calendar Year 2023

Benefit	Option # 1 - PE2304	Option # 2 - PE2305	Option # 3 - P15244	Option # 4 - P15234
Deductible - Per Person - Per Family	\$ 6,000 ** \$ 12,000 **	\$ 2,650 ** \$ 5,300 **	\$ 1,500 \$ 3,000	\$ 250 \$ 750
Coinsurance	80%	80%	100%	90%
Preventative Care	100%	100%	100%	100%
Medical Out-of-Pocket - Per Person - Per Family Rates	\$ 6,550 \$ 13,100 Total EE Net Premium Premium	\$ 5,300 \$ 10,600 Total EE Net Premium Premium	\$ 3,000 \$ 6,000 Total EE Net Premium Premium	\$ 1,250 \$ 2,500 Total EE Net Premium Premium
Employee	\$ 866.84 \$ (71.05)	\$ 937.89 \$ -	\$1,036.47 \$ 98.58	\$1,151.63 \$ 213.74
Employee & Spouse	\$1,867.65 \$ 929.76	\$2,020.75 \$1,082.86	\$2,233.15 \$1,295.26	\$2,481.29 \$1,543.40
Employee & Child(ren)	\$1,382.16 \$ 444.27	\$1,495.44 \$ 557.55	\$1,652.64 \$ 714.75	\$1,836.26 \$ 898.37
Full Family	\$2,522.30 \$1,584.41	\$2,729.05 \$1,791.16	\$3,015.90 \$2,078.01	\$3,351.00 \$2,413.11

^{**} Embedded deductibles

IECC Marketplace Options (Dental Insurance) Calendar Year 2023

	Calendar 2023	
	Total	EE Net
Rates	Premium	Premium
Employee	\$ 30.25	\$ -
Employee & Spouse	\$ 61.79	\$ 31.54
Employee & Child(ren)	\$ 78.12	\$ 47.87
Full Family	\$ 83.49	\$ 53.24

Agenda Item #10D

Health Savings Accounts Calendar Year 2023

Agenda Item #10D

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: October 18, 2022

RE: Health Savings Accounts, Calendar Year 2023

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

Historically, the Board has contributed \$1,000 to each qualifying employee's HSA on an annual basis. This contribution is for bargaining unit faculty and non-bargaining unit employees working at least 40 hours of service per week and enrolled in one of the three qualifying high-deductible health options. Qualifying employees that begin mid-year receive a pro-rated contribution.

I recommend that the Board make a \$1,000 contribution for Calendar Year 2023 to each qualified employee's HSA. A qualified employee being all bargaining unit faculty employees and all non-bargaining unit employees working at least 40 hours of service per week as defined in Business Procedure 300.1 for Employee Benefits.

RG/akb

Agenda Item #10E

Affirmation of IECC Mission, Vision, and Values

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: October 18, 2022

RE: Affirmation of IECC Mission, Vision, and Values

This month, IECC rolled out the forward-facing portion of our new Strategic Plan – Forward Together. The foundation of every strategic plan should be the mission, vision, and values of the organization. The articulation and commitment to the mission statement is so important that the Higher Learning Commission (HLC) lists it as the first criterion for institutional accreditation. As IECC engages our strategic plan and the subsequent reorganization it will bring, it is important for the Board to review and affirm our mission and vision statements and the values that reflect what we expect of the organization and our employees.

Our Mission- To deliver exceptional education and services to improve the lives of our students and to strengthen our communities.

Our Vision- Illinois Eastern Community Colleges is an institution that engages, challenges and supports faculty and students as they pursue excellence in teaching and learning. We place the needs of our students at the center of our decision making, and will continue to be an organization committed to excellence, innovation and continuous improvement.

Our Values- These values, which are the foundation of Illinois Eastern Community Colleges, have defined the District since its inception, and are affirmed by the faculty, students, staff, and administration. At IECC, we believe in and seek to embody these values:

Stewardship: Accepting our responsibility to be good stewards of the public trust, we will sensibly use our financial, human, and physical resources to achieve our mission.

Responsibility: Encouraging personal growth and learning through leadership, citizenship, and accountability.

Integrity: Providing an environment where people are encouraged and empowered to do the right thing in their work and interactions with others.

Respect: Recognizing and appreciating our similarities and our differences, we demonstrate mutual regard for others through our words and actions.

Accessibility: Providing access to a high-quality college education for everyone who seeks one while providing the support needed to facilitate attainment of academic and professional goals.

I ask for the Board's affirmation of our Mission, Vision, and Values as presented. Next month, I will ask for the Board's acceptance of my comprehensive report and the strategic priorities for AY23 and AY24.

Bid Committee Report

BID COMMITTEE REPORT

October 18, 2022

Olney Central College

1. SimMom Manikin

TO: Board of Trustees

FROM: Bid Committee

DATE: October 18, 2022

RE: SimMom Manikin

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 accepting the bid from Laerdal Medical Corporation for a total of \$77,268.38.

SimMom Manikin Tuesday, October 11, 2022 @ 2:00 p.m. DO Conference Room		
Company	Bid	
Laerdal Medical Corporation		
Wappingers Falls, NY \$77,268.38		

Respectfully submitted,

Ryan Gower Ryan Hawkins

Department: Olney Central College Nursing program.

Source of Funds: Pipeline for the Advancement of the Healthcare Workforce (PATH) grants passed through the Illinois Community College Board.

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 Hometown Register for one (1) day. In addition, individual invitations to bid were sent directly to potential vendors.

REQUEST FOR PROPOSAL

ILLINOIS EASTERN COMMUNITY COLLEGES

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for SimMom Manikin for Olney Central College's Nursing program shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 2:00 p.m. local time, on Tuesday, October 11, 2022, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

METHOD OF BIDDING

Unit Costs Bids will be received for the following:

- SimMom Tetherless Manikin Dark Skin Tone Includes Birthing Baby with Placenta, 4 Uteri Modules (Cervix, Amniotic Bag, Post-Partum Hemorrhage Module and Inverted Uterus), Set of Consumables, Blood Pressure Cuff, Quick Set up Guide, LLEAP License.
- MamaBirthie Simulator
- Complete ADM (pneumatic delivery canister), product orientation, lubricant, and storage case.
- Laptop for use with LLEAP, Ultrasound or as a Patient Monitor.
- All in One Panel PC For use as an Instructor Computer with LLEAP software or a LLEAP, SimPad or SimPad Plus Patient Monitor.
- Headset and Mic with USB
- SpO2 Probe w/USB connector
- SimMom Flat Abdominal Skin
- SimMom Course Getting Started 1 day course at customer site for set up for up to 8 participants to bring fundamental knowledge of the simulator and instructor device operations, operating modes, and system features.
- ValuePlus SimMom Platinum Includes Installation, Extended Warranty, Loaner Coverage and Preventative Maintenance on Site.

Bids should include all items bid as one contract price.

PREPARATION OF BIDS

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

METHOD OF BID EVALUATION

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

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

SHIPPING & HANDLING

All freight and delivery must be included in bid.

SPECIAL PROVISIONS

Funds are being provided through Pipeline for the Advancement of the Healthcare Workforce (PATH) grants passed through the Illinois Community College Board.

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

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

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

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

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

Specifications for SimMom Manikin

Unit Costs Bids will be received for the following:

- SimMom Tetherless Manikin Dark Skin Tone Includes Birthing Baby with Placenta, 4 Uteri Modules (Cervix, Amniotic Bag, Post-Partum Hemorrhage Module and Inverted Uterus), Set of Consumables, Blood Pressure Cuff, Quick Set up Guide, LLEAP License.
- MamaBirthie Simulator
- Complete ADM (pneumatic delivery canister), product orientation, lubricant, and storage case.
- Laptop for use with LLEAP, Ultrasound or as a Patient Monitor.
- All in One Panel PC For use as an Instructor Computer with LLEAP software or a LLEAP, SimPad or SimPad Plus Patient Monitor.
- Headset and Mic with USB
- SpO2 Probe w/USB connector
- SimMom Flat Abdominal Skin
- SimMom Course Getting Started 1 day course at customer site for set up for up to 8 participants to bring fundamental knowledge of the simulator and instructor device operations, operating modes, and system features.
- ValuePlus SimMom Platinum Includes Installation, Extended Warranty, Loaner Coverage and Preventative Maintenance on Site.

Note: Following Board approval, bids will be awarded on October 19, 2022.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO FRONTIER COMMUNITY COLLEGE, 2 FRONTIER DRIVE, FAIRFIELD, IL 62837. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN <u>FIRM</u> FOR <u>30 DAYS</u> FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

TOTAL BID \$
APPROX. DELIVERY DATE
SIGNATURE
PRINT NAME
COMPANY
ADDRESS
ADDRESS
TELEPHONE

FAX		
DATE		
Certified Vendor in accordance with the Business Ent	erprise Prog	gram for Minorities, Females,
Veterans and Persons with Disabilities Act: ☐ Yes	□ No	If yes, you must attach a copy
of the current letter of certification.		

District Finance

A. Financial Report B. Approval of Financial Obligations

ILLINOIS EASTERN COMMUNITY COLLEGES							
DISTRICT #529							
TREASURER'S REPORT	Γ						
September 30, 2022							
FUND	BALANCE						
Educational	\$ 11,146,146.74						
Operations & Maintenance	2,289,197.78						
Operations & Maintenance (Restricted)	447,468.10						
Bond & Interest	784,134.68						
Auxiliary	2,199,157.93						
Restricted Purposes	(380,507.20)						
Working Cash	423,334.23						
Trust & Agency	654,301.32						
Audit	11,518.46						
Liability, Protection & Settlement	507,905.51						
TOTAL ALL FUNDS	\$ 18,082,657.55						
Respectfully submitted,							
Ryan Hawkins, Treasurer							

Illinois Eastern Community Colleges Balance Sheets - All Funds (Unaudited) September 30, 2022 Operations & Operations & Maintenance Educational Maintenance (Restricted) Bond & Interest Restricted Fund Fund Fund Fund Auxiliaries Fund Purposes Fund ASSETS (380,507) Cash 11,161,447 2,289,198 447,468 \$ 784,135 2,219,658 5,005,192 500,000 Investments 1,506,025 5,346,776 1,264,142 Accounts Receivable 125,348 560,685 Other Receivables 585,996 200 296,741 Restricted Cash 3,908,104 _ Inventory 657,502 _ _ Other Assets 197,768 445,607 Due From Other Funds Total Assets 18,214,545 \$ 3,920,571 4,355,772 1,284,135 8,784,621 361,841 LIABILITIES (2,148)Accounts Payable \$ \$ 5.067 \$ 260,782 \$ \$ (4,509)\$ 5,464 Accrued Payroll Liabilities (2,245)Other Accrued Liabilities 132,400 32,998 47,211 825 Due to Other Funds Total Liabilities 128,007 5,067 293,780 42,702 6,289 FUND BALANCES Non-Spendable 657,502 _ _ _ _ Restricted **Board Designated** 12,027,684 1,200,316 Other Purposes 2,715,188 4,061,992 1,284,135 355,552 Unassigned 6,058,854 8,084,417 3,915,504 355,552 Total Fund Balances 18,086,538 4,061,992 1,284,135 8,741,919 Total Liabilities and Fund Balances 18,214,545 \$ 3,920,571 4,355,772 1,284,135 8,784,621 \$ 361,841

Illinois Eastern Community Colleges Balance Sheets - All Funds (Unaudited) September 30, 2022 Liability, Working Cash Trust & Agency Protection and Fund Settlement Fund Total Funds Fund Audit Fund ASSETS 423,334 \$ \$ \$ 507,906 \$ 18,118,458 Cash 654,301 11,518 18,745,702 Investments 5,887,709 500,000 1,950,175 Accounts Receivable Other Receivables 1,036,640 5,029 142,226 6,448 Restricted Cash 3,908,104 657,502 Inventory Other Assets 643,375 Due From Other Funds 6,316,072 796,527 \$ Total Assets \$ 11,518 1,014,354 45,059,956 LIABILITIES Accounts Payable \$ \$ \$ \$ 6,448 271,104 Accrued Payroll Liabilities (2,245)Other Accrued Liabilities 213,434 Due to Other Funds _ _ _ _ Total Liabilities 6,448 482,293 _ _ **FUND BALANCES** Non-Spendable 6,315,000 6,972,502 Restricted Board Designated 13,228,000 Other Purposes 9,437,363 1,072 11,518 1,007,906 Unassigned 14,939,798 796,527 6,316,072 796,527 11,518 1,007,906 44,577,663 Total Fund Balances 6,316,072 \$ 796,527 11,518 45,059,956 Total Liabilities and Fund Balances 1,014,354

Illinois Eastern Community Colleges

Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)

For the Period Ended September 30, 2022

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES						
Property Taxes	\$ 1,256,940	\$ 538,688	\$ 114,679	\$ 764,976	\$ -	\$ -
Replacement Taxes	20,293	20,293	-	-	-	-
ICCB Grants	3,476,924	-	-	-	-	-
Federal Grants	-	-	-	-	-	2,295,496
Tuition & Fees	5,491,590	516,525	-	-	277,525	-
Charges for Services	-	-	-	-	966,564	-
Interest	29,772	3,847	741	1,076	5,302	4
Other Revenues	28,653	110,712	-	-	21,429	16,935
Total Revenues	10,304,172	1,190,065	115,420	766,052	1,270,820	2,312,435
EXPENDITURES						
Payroll	3,063,824	269,040	-	-	458,015	440,537
Benefits	497,699	52,460	-	-	40,883	101,918
Contractual Services	252,476	135,500	-	-	59,001	46,439
Supplies	443,071	83,034	-	-	756,168	28,577
Travel	29,291	175	-	-	68,302	15,546
Fixed	4,969	-	-	-	123,536	4
Utilities	11,617	221,421	-	-	-	_
Capital Outlay	19,578	110,265	195,408	-	7,900	53,700
Other	28,848	415	-	-	33,026	533,246
Scholarships, Student Grants, &					·	·
Waivers	2,004,184	-	-	-	108,457	1,260,234
Total Expenditures	6,355,557	872,310	195,408	-	1,655,288	2,480,201
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,948,615	317,755	(79,988)	766,052	(384,468)	(167,766)
TRANSFERS						
Net Transfers	(1,733,516)	_	_	_	1,733,516	_
Total Transfers	(1,733,516)	-	-	-	1,733,516	-
Net Change in Fund Balance	2,215,099	317,755	(79,988)	766,052	1,349,048	(167,766)
Fund Balance - Beginning	15,871,439	3,597,749	4,141,980	518,083	7,392,871	523,318
Fund Balance - Ending	\$ 18,086,538	\$ 3,915,504	\$ 4,061,992	\$ 1,284,135	\$ 8,741,919	\$ 355,552

St. 4 C.D.		Eastern Community		F 1 (II 1' 1)	
Statements of Re		res, and Changes in		Funds (Unaudited)	
	For the Po	eriod Ended Septeml	ber 30, 2022		
	Working Cash	Trust & Agency		Liability, Protection and	
	Fund	Fund	Audit Fund	Settlement Fund	Total Funds
REVENUES					
Property Taxes	\$ -	\$ -	\$ 28,562	\$ 411,749	\$ 3,115,594
Replacement Taxes	-	-	-	-	40,586
ICCB Grants	-	-	-	-	3,476,924
Federal Grants	-	-	-	-	2,295,496
Tuition & Fees	-	-	-	-	6,285,640
Charges for Services	-	7,341	-	-	973,905
Interest	1,384	957	36	1,231	44,350
Other Revenues	-	473,813	-	2,738	654,280
Total Revenues	1,384	482,111	28,598	415,718	16,886,775
EXPENDITURES					
Payroll	_	_	_	_	4,231,416
Benefits	_	_	_	29,953	722,913
Contractual Services	_	8,920	37,000	51,954	591,290
Supplies	_	11,905	-	-	1,322,755
Travel	_	27	_	_	113,341
Fixed	_	_	_	189.965	318,474
Utilities	_	_	_	-	233,038
Capital Outlay	_	_	_	_	386,851
Other	_	_	_	_	595,535
Scholarships, Student Grants, &					-
Waivers	_	210,458	_	_	3,583,333
Total Expenditures		231,310	37,000	271,872	12,098,946
Excess (Deficiency) of Revenues		221,310	27,500	2.1,0.2	12,350,510
Over (Under) Expenditures	1,384	250,801	(8,402)	143,846	4,787,829
TRANSFERS					
Net Transfers	-	-	_	-	_
Total Transfers	-	-	-	-	-
Net Change in Fund Balance	1,384	250,801	(8,402)	143,846	4,787,829
Fund Balance - Beginning	6,314,688	545,726	19,920	864,060	39,789,834
Fund Balance - Beginning Fund Balance - Ending	\$ 6,316,072	\$ 796,527	\$ 11,518	\$ 1,007,906	\$ 44,577,663

ILLINOIS EASTERN COMMUNITY COLLEGES Comparative Combined Balance Sheets - All Funds September 30, 2022

	ALL FUNDS				
	Fiscal		Fiscal		
	Year		Year		
	2023		2022		
ASSETS:					
CASH	\$ 18,082,658	\$	19,965,737		
IMPREST FUND	21,300		21,300		
CHECK CLEARING	14,500		14,500		
CDB PROJECT TRUST	3,908,105		4,012,365		
PREPAID EXPENSES	197,768				
INVESTMENTS	18,745,703		12,226,334		
RECEIVABLES	2,981,587		3,140,911		
ACCRUED REVENUE	5,229		38,120		
INVENTORY	657,502		749,825		
OTHER ASSETS	445,607		475,500		
FIXED ASSETS (Net of Depr)	19,481,945		16,553,701		
TOTAL ASSETS AND OTHER DEBITS:	\$ 64,541,904	\$	57,198,293		
LIABILITIES:					
PAYROLL DEDUCTIONS PAYABLE	\$ (2,245)	\$	8,138		
ACCOUNTS PAYABLE	406,866		480,842		
DEFERRED REVENUE	77,672		132,278		
L-T DEBT GROUP (FUND 9)	6,138,092		7,676,062		
OPEB (Prior Year Restated for GASB 75 Implementation)	13,963,316		15,176,595		
TOTAL LIABILITIES:	20,583,701		23,473,915		
FUND BALANCES:					
FUND BALANCE	28,589,315		24,611,209		
INVESTMENT IN PLANT (Net of Depr)	19,481,945		16,553,701		
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(20,101,408)		(22,852,657)		
RESERVE FOR ENCUMBRANCES	15,988,351		15,412,125		
TOTAL EQUITY AND OTHER CREDITS	43,958,203		33,724,378		
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 64,541,904	\$	57,198,293		

ILLINOIS EASTERN COMMUNITY COLLEGES OPERATING FUNDS ONLY COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2021-2023

			\/= . = . = .										
		FISCAL YEAR 2021				FISCAL YEAR 2022				FISCAL YEAR 2023			
Collogo	Cotogoni	Budget	Spent Thru September	% of Budget		Budget	Spent Thru September	0/ of Dudget	Budget	Spent Thru September	% of Budget	% of Year	
College	Category	Биадеі	September	Бийдеі		Бийдеі	September	% of Budget	Биадег	September	Бийдег	rear	
Frontier	Bills		\$ 139,405				\$ 136,817			\$ 154,456			
	Payroll		336,389				325,650			448,815			
	Waivers		259,655				221,108			321,966			
	Totals	\$ 3,899,789	735,449	19%	\$	3,688,586	683,575	19%	\$ 3,873,183	925,237	24%	25%	
Lincoln Trail	Bills		\$ 237,984				\$ 245,652			\$ 226,527			
	Payroll		339,936				378,140			440,847			
	Waivers		505,656				411,262			393,726			
	Totals	\$ 4,943,901	1,083,576	22%	\$	4,977,953	1,035,054	21%	\$ 4,727,391	1,061,100	22%	25%	
Olney Central	Bills		\$ 304,571				\$ 380,870			\$ 361,402			
•	Payroll		666,019				653,304			875,709			
	Waivers		435,948				321,837			312,053			
	Totals	\$ 7,047,772	1,406,538	20%	\$	7,367,058	1,356,011	18%	\$ 7,402,072	1,549,164	21%	25%	
Wabash Valley	Bills		\$ 266,154				\$ 268,172			\$ 324,038			
	Payroll		493,661				486,603			621,324			
	Waivers		582,044				687,676			638,620			
	Totals	\$ 5,978,433	1,341,859	22%	\$	5,775,220	1,442,451	25%	\$ 6,271,689	1,583,982	25%	25%	
Workforce Educ.	Bills		\$ 40,069				\$ 34,501			\$ 36,921			
	Payroll		178,408				165,342			148,034			
	Waivers		258,594				175,648			328,869			
	Totals	\$ 3,349,386	477,071	14%	\$	3,378,641	375,491	11%	\$ 2,761,446	513,824	19%	25%	
District Office	Bills		\$ 51,218				\$ 99,859			\$ 127,531			
	Payroll		196,386				261,325			333,839			
	Waivers		-				-			-			
	Totals	\$ 1,410,117	247,604	18%	\$	1,991,105	361,184	18%	\$ 2,334,026	461,370	20%	25%	
District Wide	Bills		\$ 530,939				\$ 1,085,413			\$ 659,942			
	Payroll		159,246				251,529			464,296			
	Waivers		83,447				104,516			8,950			
	Totals	\$ 3,576,315	773,632	22%	\$	7,148,722	1,441,458	20%	\$ 7,711,317	1,133,188	15%	25%	
GRAND TO	DTALS	\$30.205.713	\$ 6,065,729	20%	\$	34,327,285	\$ 6,695,224	20%	\$35,081,124	\$ 7,227,865	21%	25%	

ILLINOIS EASTERN COMMUNITY COLLEGES Operating Funds Expense Report September 30, 2022

							Increa	ase			
	FY 2023			FY 202	FY 2022			(Decrease)			
			% of		% of						
		Amount	Total	Total Amount			\$	%			
Salaries	\$	3,332,864	46.11%	\$ 2,521,893	37.67%		\$ 810,971	32.157%			
Employee Benefits		550,158	7.61%	476,671	7.12%		73,487	15.417%			
Contractual Services		387,975	5.37%	476,879	7.12%		(88,904)	-18.643%			
Materials		526,105	7.28%	915,567	13.67%		(389,462)	-42.538%			
Travel & Staff Development		29,465	0.41%	26,458	0.40%		3,007	11.365%			
Fixed Charges		4,969	0.07%	21,397	0.32%		(16,428)	-76.777%			
Utilities		233,038	3.22%	241,711	3.61%		(8,673)	-3.588%			
Capital Outlay		129,843	1.80%	64,136	0.96%		65,707	102.449%			
Other		2,033,448	28.13%	1,950,512	29.13%		82,936	4.252%			
	\$	7,227,865	100.00%	\$ 6,695,224	100.00%		\$ 532,641	7.956%			

Locally Funded, CDB, & PHS Projects Projects Schedule										
	Funding Source	Estimated Budget							XXXXXX	
Student Center - WVC	CDB	\$4,029,400								
Temp Building Replacement - LTC	CDB	\$1,495,500								
Center for Technology - LTC	CDB	\$11,160,000								
Applied Arts Building Roof - WVC	CDB	\$295,000								
Applied Technology Center - OCC	CDB	\$3,076,400								
Power Hub - WVC	CDB	\$300,000								
Parking Lot Resurfacing	CDB	\$918,392								
DW - HVAC Replacements	PHS	\$1,786,230								
WVC - Pool Infill	PHS	\$285,500								
LTC - Crawford County Recreational Center	Local	\$4,700,000								
GRAND TOTAL		\$28,900,222	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

Executive Session

A. 2(c)1 Employment/Appointment Matters

B. 2(c)11 Litigation

Approval of Executive Session Minutes

- **A.** Written Executive Session Minutes
- **B.** Audio Executive Session Minutes

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: October 14, 2022

RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the October Personnel Report. Additional information for items 400.1, 400.2, 400.3, 400.4, and 400.5 have been sent under separate cover.

INDEX

- **400.1.** Employment of Personnel
- 400.2. Change in Status
- **400.3.** Special Assignments (Attachment)
- 400.4. Approval of Proposed Non-College Employment 400.5. Resignation Ratifications

PERSONNEL REPORT

400.1. Employment of Personnel

A. Professional, Non-Faculty, Exempt

1. Jamie Carman, Director of Academic Records, DO, effective November 7, 2022.

B. Classified

- 1. Sueko Davis, Custodian, LTC, effective October 24, 2022.
- 2. Avery Miller, Custodian, OCC, effective October 24, 2022.
- 3. Leticia Avila, Custodian, WVC, effective October 24, 2022.

400.2. Change in Status

A. Faculty

1. Maverick Fisher, Welding Specialist, Title III, OCC, to Welding Instructor, OCC, effective January 9, 2023.

400.3. Special Assignments (Attachment)

400.4. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	Days per Academic Year
Tracy Smith	SSM Health – Good Samaritan	18
	Mount Vernon, IL	

400.5. Resignation Ratifications

A. Faculty

1. Stephen Murray, Workforce Education Instructor, effective September 30, 2022.

B. Professional, Non-Faculty, Exempt

- 1. James Brenneman, Head Baseball Coach, FCC, effective September 30, 2022.
- 2. Michael Carpenter, Head Men's Basketball Coach, WVC, effective September 23, 2022.
- 3. John Asa Deffendall, Bookstore Manager, WVC, effective October 7, 2022.

C. Professional, Non-Faculty, Non-Exempt

- 1. Michele Anderson, Coordinator, Employment & Benefits, DO, effective October 14, 2022.
- 2. Laurie Perry, HR Coordinator, DO, effective November 18, 2022.

C. Classified

1. Adam Roesch, O & M Team Leader, WVC, effective October 18, 2022.

Collective Bargaining

Agenda Item #17 Litigation

Agenda Item #18 Other Items

Agenda Item #19 Adjournment