

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

September 18, 2018



Location:

**Lincoln Trail College
11220 State Highway 1
Robinson, Illinois 62454**

**Dinner – 6:00 p.m. – Lincoln Room
Meeting – 7:00 p.m. - Cafeteria**

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**

September 18, 2018

7:00 p.m.

Lincoln Trail College

1. Call to Order & Roll CallChairman Fischer
2. Disposition of MinutesCEO Bruce
3. Budget Hearing..... Fischer
4. Recognition of Visitors and GuestsBruce
 - A. Visitors and Guests
 - B. IECEA Representative
5. Public Comment
6. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
7. Policy First Reading (and Possible Approval)Bruce
 - A. None
8. Policy Second Reading.....Bruce
 - A. None
9. Staff Recommendations for Approval
 - A. 2018 IECC Fact BookMartin/Conn
 - B. 2018 Annual Security Report..... Martin
 - C. Institutional Learning Goals and Priorities..... Martin
 - D. FY2018 Audit Hawkins
 - E. Certification of Chargeback..... Hawkins
 - F. FY2019 Budget..... Hawkins
 - G. Health and Dental Insurance – Calendar Year 2019 Hawkins
 - H. Restatement of Cafeteria Plan..... Hawkins
 - I. Health Savings Account Administration Hawkins
 - J. Consulting Agreement with Gallagher Benefit Services, Inc..... Hawkins
 - K. Partnership Agreement – Certified Medical Assistant ProgramBruce

- L. Affiliation Agreements..... Bruce
 - Lawrence Co. Ambulance– Emergency Response Training
 - Crawford Memorial Hospital – Associate Degree Nursing
 - Crawford Memorial Hospital - Radiography

- 10. Bid Committee Report.....Bruce
 - A. None

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

- 12. Chief Executive Officer’s Report.....Bruce

- 13. Executive Session.....Bruce

- 14. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes.....Bruce
 - B. Audio Executive Session MinutesBruce

- 15. Approval of Personnel Report.....Bruce

- 16. Collective Bargaining.....Bruce

- 17. LitigationBruce

- 18. Other Items

- 19. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community-- College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in Bob Boyles Foundation Hall, at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, Tuesday, August 21, 2018.

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

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

John D. Brooks, Brenda K. Culver, G. Andrew Fischer, Alan Henager, James Lane. Also present was Hayley Neuman, student trustee. Trustees absent: Gary Carter, Jan Ridgely. (Trustee Gary Carter arrived and joined the meeting in progress at 7:25 p.m.). There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.

Jay Edgren, President of Frontier Community College

Matt Fowler, President of Wabash Valley College.

Ryan Gower, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Tara Buerster, Director of Human Resources.

Alex Cline, Director of Information & Communications Technology.

Robert Conn, Interim Chief Academic Officer.

Ryan Hawkins, Chief Finance Officer/Treasurer

Renee Smith, Executive Assistant to CEO/Secretary to the Board.

Michael Thomas, Dean of Workforce Education.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, July 17, 2018 were presented for disposition.

Board Action to Approve Minutes: Trustee James Lane made a motion to approve minutes of the foregoing meeting as prepared. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.

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

#3-A. Visitors & Guests: Visitors and guests present were recognized, including several college staff members. Galen Dunn's consistent assistance and attendance at Board meetings held at FCC was acknowledged. Galen noted his upcoming retirement and expressed appreciation to the Board members and District Office administration for their support during his 32-year career at IECC.

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: None.

#5-B. Report from Presidents: Written and electronic reports were presented from each of the colleges.

#5-C. Report from Cabinet: None.

AGENDA #6 – “Policy First Readings (and Possible Approval)” – None.

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

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

#8-A. FY2019 Tentative Budget: Prior Board action required that the tentative budget be made available to the public by August 8 and mailed to the Board of Trustees. The tentative budget will remain available for public inspection through the scheduled September 18 Budget Hearing and Board meeting. Publication of the budget's availability and notice of the Public Hearing on the Budget was made in district newspapers.

The fiscal year 2019 tentative budget was sent to the Board of Trustees under separate cover. The document represents the current and best judgment of the district administration relative to anticipated revenues for fiscal year 2019. It was based on information available at the time of publication. If new information becomes available, changes will be made to the final budget and those changes will be reviewed with the Board on September 18 prior to approval of a final budget.

The tentative budget projects revenue of \$33,220,748 and expenditures of \$31,686,388 in the District's operating funds.

As required by law, a Public Hearing on the Budget will be held on September 18, 2018 and following the hearing, a final budget will be presented to the Board for its approval.

The CEO recommended approval of the FY2019 tentative budget as presented.

Board Action: Trustee Brenda Culver made a motion to approve the FY2019 tentative budget as recommended. Student Trustee Hayley Neumann seconded the motion and on a recorded

roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Gary Carter, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

Trustee Gary Carter arrived and joined the meeting at 7:25 p.m.

#8-B. Homefield Electrical Supplier Contract: The District has been monitoring the trends in electrical rates and has contacted Homefield Energy to extend the District's contract which expires in November 2018. Homefield Energy has made a proposal for an electrical power purchase contract. Under the proposal, Homefield Energy would supply power from November 2018 to November 2020 at 4.519 kWh. This is lower than the current rate and is within industry parameters. Under the Homefield proposal, the District would pay the following prices for the electrical power portion of the District's electricity bill:

Nov 2018 – Nov 2020	4.562 cents per kWh
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The CEO recommended the Board approve a 24-month contract with Homefield Energy for the time period November 2018 through November 2020 for electric power service.

Board Action: Trustee John Brooks made a motion to approve the Homefield Electrical Supplier Contract as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Lease with ROE #12 Preschool Program: The Regional Office of Education #12 wishes to establish a Pre-K, ages 3-5 program on District property at Lincoln Trail College. The CEO recommended approval of the following lease between ROE #12 and the District.

LEASE AGREEMENT

BETWEEN

STORYBROOKE PRE-K

(A Regional Office of Education #12 Preschool Program)

AND

ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 21st day of August, 2018 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Storybrooke Pre-K Program (A Regional Office of Education #12 Preschool Program), whose address is 103 W. Main St, Olney, IL 62450 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. The LESSOR hereby leases to the LESSEE the following premises: Room 107 in the Professional Annex of Lincoln Trail College, 11220 State Hwy 1, Robinson, IL 62454

(approximately 1,450 sq. ft.), to be used exclusively as classroom facilities for the facilitation of a pre-K program to allow local residents to have access to educational opportunities for children aged 3-5.

3. To have and to hold the premises with the appurtenances under the following terms: commencing August 22, 2018 through June 30, 2019 and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed One Thousand Two Hundred Dollars (\$1,200.00) monthly. The rent shall be due and paid by the 5th day of each month. Rents for part of a month will be prorated accordingly. Any prorated rent for the first month will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, janitorial service and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.
8. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.
9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least Three Hundred Thousand Dollars (\$300,000.00) and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the premises and building when said premises and building are being used.
11. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice.

Board Action: Trustee James Lane made a motion to approve the lease agreement between IECC/LTC and ROE #12 as recommended. Student Trustee Hayley Neuman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. CARLI Digital Collection Agreement: In addition to the long standing agreement between IECC and CARLI this agreement will provide appropriate rights to access the CARLI digital collection. The CEO recommended approval of the following CARLI digital collection image license agreement.

**CARLI Digital Collections
Image License Terms and Conditions Agreement**

This Agreement is entered into by and between insert Illinois Eastern Community Colleges, through its academic library (“Institution”), and the Board of Directors of the Consortium of Academic and Research Libraries in Illinois (“CARLI”) and is effective as of the final date of signature.

WHEREAS, Institution desires to add digital content to the CARLI digital collections currently available through <https://collections.carli.illinois.edu/> and to online social media platforms and websites (Online Platforms);

WHEREAS, CARLI desires to incorporate Institution’s digital content into Collections and the parties agree to do so under the following terms and conditions of this agreement;

WHEREAS, CARLI desires to promote CARLI digital collections through social media sites to further exposure of the images through the use of these widely used platforms.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the parties agree as follows:

A. Definitions.

“Collections” means digital collections of Items hosted by CARLI or Online Platforms.

“Items” means images, audio files or other pieces of media, including, but not limited to, photographs, slides, maps, manuscripts, rare books, audio and video clips, postcards and monographs, in formats specified as acceptable by CARLI.

“Institution Items” means the Items owned by Institution identified in Attachment A, attached hereto and incorporated herein.

“Metadata” means descriptive, administrative and technical information relating to individual Items.

“Online Platforms” means social media sites, including Twitter, Tumblr, Facebook, Flickr, and Instagram.

B. Terms and Conditions.

1. Representations and Warranties. To the best of Institution’s knowledge, Institution represents and warrants that: (i) the Items do not infringe any third party rights, including without limitation, intellectual property rights and privacy rights; (ii) Items are original works of the Institution or obtained pursuant to proper permissions authorizing the grant of rights herein; and (iii) are not defamatory, libelous, or obscene.

With respect to Items licensed by Institution pursuant to this Agreement, Institution agrees to abide by the terms and conditions of the CARLI Digital Collections guidelines and policies as currently provided

at <https://www.carli.illinois.edu/products-services/contentdm/dig-coll-colldevpolicy>, including, without limitation, the CARLI Development Policy as currently provided at <https://www.carli.illinois.edu/products-services/contentdm/dig-coll-colldevpolicy>, and Required Metadata Fields for CARLI Digital Collections, as currently provided at <https://www.carli.illinois.edu/products-services/contentdm/mdatafields>; and all applicable copyright laws and other laws applicable to any proprietary material contained in Items. Institution agrees to be bound by any updates to the foregoing guidelines and policies provided that CARLI shall notify Institution of such update, at which time Institution may request removal of its Items from the Collections and no longer be bound by this Agreement.

2. Institution shall use good faith efforts to comply with the CARLI's "Best Practices" regarding Collections, as currently provided at <https://www.carli.illinois.edu/products-services/contentdm/cdm-documentation>.

C. Ownership and Licensing

1. Ownership. Institution retains all ownership rights, title, and interest in and to the Items and Institution's corresponding Metadata.
2. License to Items. Institution hereby grants CARLI a non-exclusive and perpetual right to (a) use, reproduce, distribute, display, publish, and incorporate the Items in the Collections and make Items available to end users; (b) modify Items as technically necessary to incorporate any Item or Items into the Collections; and (c) sublicense the foregoing rights to Online Platforms to promote CARLI digital Collections and Items on social media, except for Items that are excluded by Institution on Attachment A, for which Institution elects not to grant sublicensing rights, as attached hereto and incorporated herein.

Unless an Item is listed on Attachment A, the sublicense set forth in this section shall apply to all Items and Institution acknowledges and agrees to the terms of use of the Online Platform. CARLI shall not be responsible for any end user use of such Online Platform, its distribution or access. Institution agrees that end users may use the Items in accordance with fair use, to the extent fair use applies, and the use rights granted pursuant to the applicable Metadata provided by Institution.

3. Metadata. Institution agrees to provide CARLI all Metadata associated with Institution Items in accordance with CARLI's Metadata guidelines, as currently provided at https://www.carli.illinois.edu/sites/files/digital_collections/documentation/guidelines_for_metadata.pdf.
4. Credit and Attribution. In consideration of Institution granting CARLI a license to Institution Items, CARLI agrees to give credit and attribution to Institution when publishing its Items. Institution authorizes CARLI, and grants CARLI the right to authorize Online Platforms to use its name to grant the foregoing credit and attribution.

D. Liability and Governing Law

1. Neither party to this agreement shall be liable for any negligent or intentional acts or omissions chargeable to the other (or the other's employees or agents), unless such liability is imposed by law.
2. CARLI will not be liable for and Institution will assume all responsibility for any and all claims and liabilities arising out of: Institution's breach of warranties and representations pursuant to Section B (1) above.
3. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles. Neither party waives any rights or defenses it might have, including sovereign immunity, by entering into this Agreement.

Board Action: Trustee Brenda Culver made a motion to approve the agreement with CARLI for digital access as recommended. Student Trustee Hayley Neuman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Athletic Training Agreement with Carle Richland Memorial Hospital – OCC: Carle Richland Memorial Hospital has requested a renewal of the existing Athletic Training Services Agreement for an additional one-year period to cover academic year 2018-2019. The CEO recommended approval of extension of the current agreement as listed in full in the board agenda.

Board Action: Trustee James Lane made a motion to approve the athletic training agreement with Carle Richland Memorial Hospital as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Athletic Training Agreement with Wabash General Hospital – WVC: Wabash General Hospital has requested a change in the existing athletic training services agreement adopted by the Board on July 17, 2018. The new agreement would remove from Exhibit A the sentence which appeared in the July agreement, the words “the athletic Trainer will also prepare reports of all athletic injuries sustained by school students during school events for the nursing and athletic offices as may be requested.” Wabash General also wishes to add an entire new Appendix A-1 on athletic trainer coverage. The CEO recommended approval of the revised agreement as listed in full in the board agenda.

Board Action: Trustee Al Henager made a motion to approve the athletic training services contract with Wabash General Hospital as listed in full in the board agenda. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees Absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-G. Board of Trustees Election: Elections to the Board of Trustees will occur on April 2, 2019. The CEO recommended the Board approve the dates and terms open for election on April 2, 2019 and for the appointment of Board Secretary Renee Smith as the Election Official and the appointment of Lori Barger to be the Assistant Election Official. Terms of Board members John Brooks, Al Henager, and James Lane are concluding. Each has indicated his intention to seek another term.

Board Action: Trustee Gary Carter made a motion to approve the dates and terms of the April 2, 2019 election for Board of Trustees. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees Absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-H. Affiliation Agreements: IECC wishes to enter into affiliation agreement with Helia Health Care and Gibson General Hospital for the Associate Degree in Nursing Program, and with Comprehensive Dental Care of Mt. Carmel for the Medical Office Careers Program located at OCC and as listed in full in the agenda. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the Affiliation agreements as listed in full in the board agenda. Student Trustee Hayley Neuman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees Absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

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

AGENDA #10 – “District Finance” – The following district financial matters were presented:

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

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for August 2018, totaling \$1,494,419.05, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Al Henager made a motion to approve payment of district financial obligations for August 2018, in the amounts listed, and payments from the revolving fund for July 2018. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Chief Executive Officer's Report” – CEO Terry L. Bruce presented an informational report on the following items:

1. NCLEX Allied Health Program Pass Rates
2. Bond Rating by Standard & Poor
3. Students First Curricular Retreat
4. Enrollment

Fall Term Reimbursable Headcount, Reimbursable Hours, and Reimbursable FTE as of August Board Meeting, FY2017-FY2019 August 21, 2018									
	FY2017			FY2018			FY2019		
	August 23, 2016			August 22, 2017			August 21, 2018		
	Reimb Headcnt	Reimb Hours	Reimb FTE	Reimb Headcnt	Reimb Hours	Reimb FTE	Reimb Headcnt	Reimb Hours	Reimb FTE
IECC	4,940	35,641.50	2,376.10	4,656	35,753.00	2,383.53	4,298	34,490.50	2,299.37
FCC	876	5,946.50	396.43	819	6,015.00	401.00	810	5,655.50	377.03
LTC	805	7,791.00	519.40	712	7,899.50	526.63	757	7,495.50	499.70
OCC	1,029	9,143.50	609.57	1,020	9,730.50	648.70	990	9,297.00	619.80
WVC	806	8,028.50	535.23	751	7,241.00	482.73	741	7,468.00	497.87
AH	244	2,403.00	160.20	240	2,376.50	158.43	234	2,563.50	170.90
WED	1,180	2,329.00	155.27	1,114	2,490.50	166.03	766	2,011.00	134.07

Source: IECC Banner Reports: Complete FTE Report and Complete Headcount by College-Unduplicated Report

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

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

#13-A. Written Executive Session Minutes: No executive session was held during the regular meeting, Tuesday, July 17, 2018.

#13-B. Audio Recordings of Executive Sessions: No executive session was held during the regular meeting, Tuesday, July 17, 2018.

AGENDA #14 – “Approval of Personnel Report” – Tara Buerster reviewed the following Personnel Report and the CEO recommended approval.

- 400.1. Employment of Personnel
- 400.2. Change-in-Status
- 400.3. Special Assignment
- 400.4. Approval of Proposed Non-College Employment
- 400.5. FY2019 Administration and Staff Salaries
- 400.6. Administration and Staff Entry Level Rates
- 400.7. Memorandum of Agreement with Union
- 400.8. Professional Leave Request
- 400.9. Resignation Ratifications
- 400.10. Retirement Ratification

PERSONNEL REPORT

400.1. Employment of Personnel

A. Administrative, Exempt

1. Holly Andress-Martin, Chief Academic Officer, DO, effective September 10, 2018, pending successful completion of background check.

B. Classified

1. Beth Graham, Custodian, WVC, effective August 27, 2018
2. Julie Courtney, Clerk/Receptionist, LTC, effective August 23, 2018
3. Taylr Plummer, TRIO Upward Bound Counselor, DO (LTC), effective

September 4, 2018

400.2. Change-in-Status

A. Professional/Non-Faculty, Exempt

1. Courtney Meadows, Interim Program Director of Cosmetology to Program Director of Cosmetology, effective August 22, 2018.

400.3. Special Assignment

A. Other

1. Andrea Puckett, Interim Coordinator, College Support Services, based on \$5,825/year, effective August 8, 2018.

400.4. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Hours per Calendar Year</u>
Cynthia Boyce	Pampered Chef Consultant	72-90 hours
Jasmyne Lewis	Carle Richland Memorial Hospital, Olney, IL	192 hours
Jessica McDonald	CANDLES Holocaust Museum & Education Center Terre Haute, IN	432-530 hours

400.5. FY2019 Administration and Staff Salaries

Fiscal Year 2018-2019
Guidelines for Full-Time Employee
(Non-Bargaining Unit)
Wage Increases

2018-2019

1. Full-time employees working before June 1, 2018, are eligible for a wage increase. Employees with hire dates of June 1, 2018, to August 31, 2018, will be eligible for an increase at the six-month anniversary date. Employees with a hire date September 1, 2018 or later are not eligible for the increase.
2. All full-time employees (non-bargaining unit) will receive a 2.5% pay increase, unless otherwise noted.

3. All increases are effective September 3, 2018, unless otherwise noted.

400.6. Administration and Staff Entry Levels

Entry levels for all non-faculty positions will be increased by 1.5%, effective 9-3-18.

400.7. Memorandum of Agreement with Union

400.8. Professional Leave Request

A. Faculty

1. Andrew Pittman, Professional Leave request for the Fall 2018 semester, effective August 9, 2018 and return January 2, 2019. Leave is unpaid.

400.9. Resignation Ratifications

A. Professional/Non-Faculty

1. Mary Morningstar Johnson, Coordinator, College Support Services, DO, effective August 11, 2018.
2. Luke Scheidecker, Head Women's Basketball Coach, WVC, effective August 15, 2018.

400.10. Retirement Ratification

A. Classified

1. Galen Dunn, Maintenance/Groundskeeper & O & M Team Leader, FCC, effective October 1, 2018.

#14-A. Board Action to Addend Personnel Report: Trustee Al Henager made a motion to addend the Personnel Report, to add an addendum for items under 400.11, 400.12, 400.13, and 400.14. Trustee James Lane seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No". The voice vote was taken and the Chair declared that the "Ayes" have it and the motion carried.

ADDENDUM

400.11. Employment

A. Classified

1. Jamie Carman, Retention Coordinator, LTC, effective September 5, 2018.

400.12. Change-In-Status

A. Classified

1. Candice Young, Office Assistant, LTC to TRIO Upward Bound Counselor, DO (LTC), effective September 4, 2018.

400.13. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Pauletta Gullett	Lake Land College (Robinson Correctional Center)	48

400.14. Retirement Ratification

A. Classified

1. Chuck Bennett, Information Systems Technician, LTC, effective September 8, 2018.

#14-B. Board Action to Approve Amended Personnel Report: Trustee Gary Carter made a motion to approve the amended Personnel Report as recommended. Student Trustee Hayley Neuman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Jan Ridgely. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – “Collective Bargaining” – None.

AGENDA #16 – “Litigation” – None.

AGENDA #17 – “Other Items” – None.

AGENDA #18 – “Adjournment” – Trustee James Lane made a motion to adjourn. Trustee Al Henager seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:20 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Budget Hearing

Agenda Item #4

Recognition of Visitors and Guests

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

Agenda Item #5

Public Comment

Agenda Item #6

Reports

- A. Trustees**
- B. Presidents**
- C. Cabinet**

Agenda Item #7

Policy First Reading (and Possible Approval)

None

Agenda Item #8

Policy Second Reading

None

Agenda Item #9

Staff Recommendations for Approval

Agenda Item #9A

2018 IECC Fact Book

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 18, 2018
RE: 2018 IECC Fact Book

The IECC Fact Book has been developed to provide an annual compilation of data about Illinois Eastern Community Colleges including information about the students in our District, enrollment history, the degrees and certificates granted, the financial aid received and distributed, and the District's budgets and operations.

The 2018 IECC Fact Book will be used for strategic planning, institutional effectiveness, and policy-making processes. In most cases, the time period of the statistical data covered by the Fact Book is FY18, which is from July 1, 2017 to June 30, 2018. The Fact Book was sent to the Board by USPS Mail to the Board on September 13, 2018.

I ask the Board's approval of the 2018 IECC Fact Book.

TLB/rs

Agenda Item #9B

2018 Annual Security Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 18, 2018
RE: 2018 Annual Security Report

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act requires an Annual Security Report be compiled and published annually prior to October 1 of each year. The Annual Security Report contains crime information for the past three years, relevant policy statements, and training and educational programming related to campus safety and security, crime prevention, alcohol and drug use, and sexual misconduct. The report was sent electronically to the Board.

I ask the Board's approval of the 2018 Annual Security Report.

TLB/rs

Attachment

Agenda Item #9C

Institutional Learning Goals and Priorities

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 18, 2018
RE: Institutional Learning Goals and Priorities

In January of 2018, the faculty assessment coordinators and the Chief Academic Officer approved the development of a new assessment process aligned with the IECC mission and values. The Institutional Learning Goals and Priorities have been developed by the IECC faculty and staff to articulate goals for student learning, guide the development of learning outcomes, and assess General Education outcomes.

I ask the Board's approval of the Institutional Learning Goals and Priorities.

TLB/rs

Attachment

IECC

INSTITUTIONAL LEARNING GOALS

Illinois Eastern Community Colleges provide students an equitable and inclusive education by building a foundation of values, attitudes, and skills necessary to become responsible and concerned citizens and lifelong learners possessing the ability to think critically, communicate effectively, and solve problems in a diverse global society.

1. **Communication** – To prepare students to communicate effectively by expressing information or ideas orally and in writing.
2. **Information Literacy** – To enable students to effectively research and ethically use information.
3. **Critical Thinking** – To promote exploration of issues, ideas, artifacts, and events before accepting or formulating an opinion or conclusion.
4. **Quantitative Reasoning** – To foster a habit of mind, competency, and comfort in working with numerical data in order to reason and solve quantitative problems.
5. **Human & Cultural Understanding** – To develop the personal and social responsibility of students by recognizing diverse cultural perspectives.
6. **Ethical & Civic Responsibility** – To cultivate the ethical behavior and civic responsibility of students by engaging in the local and global communities.

IECC'S LEARNING GOALS REFLECT THE MISSION, PURPOSES, VALUES, AND STRATEGIC GOALS WHILE MEETING THE DEMANDS OF THE EXTERNAL STAKEHOLDERS AND AGENCIES.

INSTITUTIONAL LEARNING PRIORITIES

- Accountability
- Creative Thinking
- Cultural Awareness
- Ethical Reasoning
- Financial Literacy
- Global Learning
- Industry-Specific Knowledge & Skills
- Inquiry and Analysis
- Integrative Learning
- Interpersonal Development
- Leadership
- Problem Solving
- Professionalism
- Reading
- Teamwork
- Technology Literacy

-THE INSTITUTIONAL LEARNING PRIORITIES ARE ADDRESSED IN A VARIETY OF MEANINGFUL WAYS THROUGHOUT VARIOUS CURRICULAR AND/OR CO-CURRICULAR EXPERIENCES AND ARTICULATED WITH THE INSTITUTIONAL LEARNING GOALS FOR THE PURPOSE OF PROGRAM ALIGNMENT.

Agenda Item #9D

FY2018 Audit

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 18, 2018
RE: FY2018 Audit

The Illinois Community College Board (ICCB) requires the Board of Trustees to complete and approve an annual audit and that it be forwarded to the ICCB for filing by October 15th. The audit has been prepared for the Board's consideration.

The audit draft will be provided to all Board members prior to the September 18, 2018 Board meeting. The final audit will be mailed to Board members as soon as it is received from CliftonLarsonAllen.

The Audit Committee comprised of Trustee Gary Carter and Trustee John Brooks met with the Chief Executive Officer, the Chief Finance Officer, the Director of Financial Operations, and the independent auditors on September 13, 2018. The audit was reviewed in detail.

I ask that the Board pass a resolution to accept the audit and to authorize the completed audit be forwarded to the Illinois Community College Board.

TLB/akb

Attachment

RESOLUTION OF THE BOARD OF TRUSTEES

ANNUAL AUDIT

WHEREAS, 110 ILCS 805/3-22.1 of the Illinois Public Community College Act requires the conduct of an annual audit for Illinois Eastern Community College District 529,

WHEREAS, it is required that the Board of Trustees review and accept the annual audit.

WHEREAS, it is required that the audit be submitted to the Illinois Community College Board,

THEREFORE, SO BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community College District #529, accepts and approves the annual audit of the district as submitted by CliftonLarsonAllen LLP.

FURTHER, BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community Colleges District 529 authorizes the Chief Executive Officer to submit the audit to the Illinois Community College Board.

By order of the Board of Trustees.

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

Chairman

Date

Secretary

Date

Agenda Item #9E
Certification of Chargeback

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 18, 2018
RE: Certification of Chargeback

The Illinois Community College Board Certification of Chargeback for FY2019 is attached. The chargeback form is utilized to evaluate out-of-district, out-of-state and international tuition, and to determine the chargeback reimbursement rate. Based upon our audit, the recommendation for tuition is as follows:

Tuition Rate – Out-of-District	\$278.18 per Semester Hour (\$9.77 Increase)
Tuition Rate – Out-of-State	\$341.51 per Semester Hour (\$10.90 Increase)
Tuition Rate – International	\$341.51 per Semester Hour (\$10.90 Increase)

The Chargeback Reimbursement rate would be \$128.21 as determined by the ICCB designated formula.

I ask the Board's approval of the ICCB Certification of Chargeback.

TLB/akb

Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529
 CERTIFICATION OF CHARGEBACK REIMBURSEMENT
 FOR FISCAL YEAR 2019**

**ALL FISCAL YEAR 2018 NONCAPITAL AUDITED OPERATING
 EXPENDITURES FROM THE FOLLOWING FUNDS:**

1	Education Fund	\$ 25,902,319	
2	Operations and Maintenance Fund	\$ 2,951,687	
3	Public Building Commission Operation and Maintenance Fund	\$ -	
4	Bond and Interest Fund	\$ -	
5	Public Building Commission Rental Fund	\$ -	
6	Restricted Purposes Fund	\$ 7,588,436	
7	Audit Fund	\$ 72,563	
8	Liability, Protection, and Settlement Fund	\$ 702,467	
9	Auxiliary Enterprises Fund (subsidy only)	\$ 316,037	
10	TOTAL NONCAPITAL EXPENDITURES (sum of lines 1-9)		\$ 37,533,509
11	Depreciation on capital outlay expenditures (equipment, buildings, and fixed equipment paid) from sources other than state and federal funds	\$ 1,185,713	
12	TOTAL COSTS INCLUDED (line 10 plus line 11)		\$ 38,719,222
13	Total certified semester credit hours for FY 2018	\$ 113,376	
14	PER CAPITA COST (line 12 divided by line 13)		\$ 341.51
15	All FY 2018 state and federal operating grants for noncapital expenditures DO NOT INCLUDE ICCB GRANTS	\$ 7,179,595	
16	FY 2018 state and federal grants per semester credit hour (line 15 divided by line 13)		\$ 63.33
17	District's average ICCB grant rate (excluding equalization grants) for FY 2019		\$ 29.97
18	District's student tuition and fee rate per semester credit hour for FY 2019		\$ 120.00
19	Chargeback reimbursement per semester credit hour (line 14 less lines 16, 17, and 18)		\$ 128.21

Approved: _____
 Chief Fiscal Officer / Date

Approved: _____
 Chief Executive Officer / Date

Agenda Item #9F

FY2019 Budget

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: September 18, 2018

RE: FY2019 Budget

The FY2019 Budget for Illinois Eastern Community College District No. 529 was mailed to each Board member. The preliminary budget was provided to the Board of Trustees at its last regular meeting. There are no significant changes from the tentative budget which was approved by the Board on August 21, 2018.

FY19 Budgeted Expenditures Compared to FY18 Budgeted Expenditures

	<u>FY19</u>	<u>FY18</u>
Education Fund	\$28,539,048	\$28,257,054
Operations & Maintenance Fund	\$ <u>3,147,340</u>	\$ <u>3,093,470</u>
Total Operating Funds	\$31,686,388	\$31,350,524

The District has complied with all the notice and budget hearing requirements.

I ask that the Board approve the FY2019 Budget for Illinois Eastern Community Colleges.

TLB/akb

Agenda Item #9G

Health and Dental Insurance – Calendar Year 2019

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 18, 2018
RE: Health & Dental Insurance – Calendar Year 2019

The Board must consider renewal of the District’s health and dental insurance plans.

The current IECC Marketplace makes available four different health insurance options including a \$250 deductible plan, a \$1,500 deductible plan, a \$2,650 deductible plan, and a \$6,000 deductible plan.

The District will contribute \$815.97 per month for health benefits and \$29.48 per month for dental benefits. The calendar year 2019 premiums represent a 9.2% decrease for health insurance and no change 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, 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.

The plan options offered should continue to be successful in reducing the size of future premium increases. The recent history of the District’s health rate increases follow:

Rate Increase History

January 1, 2011 – December 31, 2011	8.5% Increase
January 1, 2012 – December 31, 2012	7.2% Increase
January 1, 2013 – December 31, 2013	5.6% Increase
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

As required by the Affordable Care Act, the January 1, 2019 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 as outlined in the following attachments.

TLB/akb

Attachments

**IECC Marketplace Options (Health Insurance)
Calendar Year 2019**

Benefit	Option # 1		Option # 2		Option # 3		Option # 4	
Deductible								
- Per Person	\$ 6,000 **		\$ 2,650 **		\$ 1,500		\$ 250	
- Per Family	\$ 12,000 **		\$ 5,300 **		\$ 3,000		\$ 750	
Coinsurance	80%		80%		100%		90%	
Medical Out-of-Pocket								
- Per Person	\$ 6,550		\$ 5,300		\$ 3,000		\$ 1,250	
- Per Family	\$ 13,100		\$ 10,600		\$ 6,000		\$ 2,500	
Rates	Total Premium	EE Net Premium	Total Premium	EE Net Premium	Total Premium	EE Net Premium	Total Premium	EE Net Premium
Employee	\$ 754.16	\$ (61.81)	\$ 815.97	\$ -	\$ 901.74	\$ 85.77	\$ 1,001.92	\$ 185.95
Employee & Spouse	\$ 1,624.89	\$ 808.92	\$ 1,758.08	\$ 942.11	\$ 1,942.87	\$ 1,126.90	\$ 2,158.75	\$ 1,342.78
Employee & Child(ren)	\$ 1,202.50	\$ 386.53	\$ 1,301.06	\$ 485.09	\$ 1,437.82	\$ 621.85	\$ 1,597.57	\$ 781.60
Full Family	\$ 2,194.43	\$ 1,378.46	\$ 2,374.31	\$ 1,558.34	\$ 2,623.87	\$ 1,807.90	\$ 2,915.41	\$ 2,099.44

**** Embedded deductibles**

**IECC Marketplace Options (Dental Insurance)
Calendar Year 2019**

Rates	Calendar 2019	
	Total Premium	EE Net Premium
Employee	\$ 29.48	\$ -
Employee & Spouse	\$ 60.22	\$ 30.74
Employee & Child(ren)	\$ 76.15	\$ 46.67
Full Family	\$ 81.39	\$ 51.91

Agenda Item #9H
Restatement of Cafeteria Plan

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 18, 2018
RE: Restatement of Cafeteria Plan

The District has had a Premium Only Plan for pre-tax contributions for employee insurance premiums since January 1, 2004. The Plan has been amended several times as benefit options have been revised. In situations where multiple changes need to be made, or where the number of amendments has built up over several years, it can be beneficial to clearly restate the plan.

The attached resolution would restate our current Cafeteria Plan as of January 1, 2019. This restatement carries over much of the previous plan, but adds to it the Employer HSA contribution, Voluntary Disability, Vision, Accident, Critical Illness, and Supplemental Term Life. The restatement also brings the plan up-to-date with various regulatory changes. Following this memo and resolution are pages 1 – 10 of the Illinois Eastern Community Colleges Section 125 Summary Plan Description.

I recommend that the Board adopt the attached resolution to restate our current Cafeteria Plan.

TLB/akb

Attachment

ADOPTING RESOLUTION

The undersigned Principal of Illinois Eastern Community Colleges (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on September 18, 2018, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of restated Cafeteria Plan effective January 1, 2019, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one of more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

Principal

Date

**ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT 529
SECTION 125 PLAN
SUMMARY PLAN DESCRIPTION**

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**ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT 529
SECTION 125 PLAN**

INTRODUCTION

We have amended the "Premium Payment Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to pay for insurance coverage that we make available to you with a portion of your pay before Federal income or social security taxes are withheld.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

I

ELIGIBILITY

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

You can join the Plan on the same day you can enter our group medical plan.

4. Are there any employees who are not eligible?

Yes, there are certain employees who are not eligible to join the Plan. They are:

-- Employees who are not eligible to receive medical benefits under our group medical plan.

5. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. You must also authorize us to set some of your earnings aside for you in order to pay the insurance premiums for the coverage you have elected.

II

OPERATION

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay paid to the Plan. The money will be used to pay for insurance coverage or contributed to a Health Savings Account for you. The portion of your pay that is contributed to pay the premium expense or contributed to a Health Savings Account is not subject to Federal income or Social Security taxes. In other words, the plan allows you to use tax-free dollars to pay for insurance coverage which you normally pay for with out-of-pocket, taxable dollars, or contribute to a Health Savings Account. In addition, we will make Employer contributions to the Plan that you may also use to pay for premiums or can be contributed to a Health Savings Account for you. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, you may elect to have us contribute on your behalf enough of your compensation to pay for the benefits that you elect under the Plan after application of the Employer Contribution. These amounts will be deducted from your pay over the course of the year.

2. How much will the Employer contribute each year?

We may contribute a discretionary amount which we will determine prior to the beginning of each Plan Year. This contribution can be used for the Health Savings Account and will be made at the beginning of the Plan Year. If you join the Plan after the first day of the Plan Year, the amount of the contribution will be prorated. If you elect not to participate, the Employer will not contribute to the Plan on your behalf.

3. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the insurance coverage you desire and whether to contribute to a Health Savings Account. Then, during each pay period, the contributions will be used to pay the premium expense for the insurance coverage you have selected.

4. When must I decide what insurance coverage I want?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below).

5. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

6. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having to have a change in status.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

7. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year.

**IV
BENEFITS**

1. What insurance coverage may I purchase?

Under our Plan, you can purchase the following insurance coverage:

- Health care premiums under our insured group medical plan.
- Our dental insurance plan.
- Our disability insurance plan.
- Our vision insurance plan.
- Our accidental death and dismemberment insurance plan.
- Other insurance coverage that we may provide.

Certain limits may apply on the amount of coverage that we obtain on your behalf. The insurance contracts will normally control.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

2. May I direct Plan contributions to my Health Savings Account?

Yes. Any monies that you do not apply toward available benefits can be contributed to your Health Savings Account, which enables you to pay for expenses which are not covered by our insured medical plan and save taxes at the same time. Please see your Plan Administrator for further details.

**V
BENEFIT PAYMENTS**

1. When will I receive benefit payments?

The amount of pay you contribute to the Plan and the Employer contributions will be used to pay the premiums for the insurance coverage that is available. The provisions of the insurance policies will control what benefits will be paid and when.

2. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

3. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) Your Health Savings Account amounts will remain yours even after your termination of employment.
- (b) For health benefit coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA."

4. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

**VI
HIGHLY COMPENSATED EMPLOYEES**

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees generally are Participants who are shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents.

Plan experience will dictate whether contribution limitations on highly compensated employees will apply. You will be notified of these limitations if you are affected.

**VII
GENERAL INFORMATION ABOUT OUR PLAN**

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

Illinois Eastern Community Colleges District 529 Section 125 Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on January 1, 2019. Your Plan was originally effective on January 1, 2004.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

2. Employer Information

Your Employer's name, address, and identification number are:

Illinois Eastern Community Colleges District 529
233 E Chestnut Street
Olney, Illinois 62450
37-0906196

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

Illinois Eastern Community Colleges District 529
233 E Chestnut Street
Olney, Illinois 62450
(618) 393-2982

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Illinois Eastern Community Colleges District 529
233 E Chestnut Street
Olney, Illinois 62450

5. Type of Administration

The type of Administration is Insurer Administration.

**VIII
ADDITIONAL PLAN INFORMATION**

1. Insurance Procedures

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan.

**IX
CONTINUATION COVERAGE RIGHTS UNDER COBRA**

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan.

1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

There may be other options available when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

(a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993, as amended ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

When considering options for health coverage, Qualified Beneficiaries should consider:

- **Premiums:** This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.
- **Provider Networks:** If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health coverage may affect access to a particular health care provider. You may want to check to see if your current health care providers participate in a network in considering options for health coverage.
- **Drug Formularies:** For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication – and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.

- **Severance payments:** If COBRA rights arise because the Employee has lost his job and there is a severance package available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may want to contact the Department of Labor at 1-866-444-3272 to discuss options.
- **Medicare Eligibility:** You should be aware of how COBRA coverage coordinates with Medicare eligibility. If you are eligible for Medicare at the time of the Qualifying Event, or if you will become eligible soon after the Qualifying Event, you should know that you have 8 months to enroll in Medicare after your employment –related health coverage ends. Electing COBRA coverage does not extend this 8-month period. For more information, see [medicare.gov/sign-up-change-plan](https://www.medicare.gov/sign-up-change-plan).
- **Service Areas:** If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.
- **Other Cost-Sharing:** In addition to premiums or contributions for health coverage, the Plan requires participants to pay copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

Are there other coverage options besides COBRA Continuation Coverage? Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for Qualified Beneficiaries through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, as extended by the Trade Preferences Extension Act of 2015, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information about the special second election period. If continuation coverage is elected under this extension, it will not become effective prior to the beginning of this special second election period.

7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or

dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be *in writing*. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Illinois Eastern Community Colleges District 529
233 E Chestnut Street
Olney, Illinois 62450

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the name of the plan or plans under which you lost or are losing coverage,
- the name and address of the employee covered under the plan,
- the name(s) and address(es) of the Qualified Beneficiary(ies), and
- the Qualifying Event and the date it happened.

If the Qualifying Event is a divorce or legal separation, your notice must include a copy of the divorce decree or the legal separation agreement.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage.

10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
- (e) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 - (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

- (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:
- (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or
 - (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

**X
SUMMARY**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our premium payment plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

Agenda Item #9I

Health Savings Account Administration

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 18, 2018
RE: Health Savings Account Administration

The District has provided a high deductible health insurance coupled with a health savings account since January 1, 2010. During that time, the District has partnered with 5/3 Bank as the health savings account administrator. Over the course of this time, 5/3 has increased the fees assessed on employee accounts.

We have solicited proposals for obtaining a new health savings administrator as of January 1, 2019.

I would recommend the Board approve First Internet Bank of Indiana as the new administrator. First Internet Bank of Indiana is offering a no fee consumer account, offers online bill payment, and does not assess any administrator fees.

I ask the Board's approval to begin this transition in advance of open enrollment in October.

TLB/akb

Agenda Item #9J

Consulting Agreement with Gallagher Benefit Services, Inc.

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 18, 2018
RE: Consulting Agreement with Gallagher Benefit Services, Inc.

For several years the District has worked with Gallagher Benefit Services, Inc., an employee benefits consultant associated with the Community College Health Consortium.

For 2018, Gallagher consultants saved the District in excess of \$76,000 through their rate negotiations with BCBS and reduced the District's renewal increase from 11% down to 7.5%

On February 20, 2018, the Board entered into an agreement with Gallagher Benefit Services, Inc. (Gallagher), which included a request for proposal for health insurance providers. This RFP was successful, in that, the District's health insurance premium rate reduced by 9.2% for 2019 and there will be no adjustments to the 2019 dental coverage.

Gallagher has presented a three (3) year consulting agreement, which would commence on January 1, 2019 and conclude December 31, 2021. The fee for this agreement would be \$30,000 for 2019, \$30,000 for 2020, and \$30,900 for 2021. Gallagher's focused approach has been integral in assisting the District in controlling its health and dental insurance costs. Their services under the agreement would include:

- 1) Carrier negotiations and future RFPs
- 2) Renewal analysis and reporting
- 3) Plan financial reports
- 4) Benefit plan design

I recommend that the District engage Gallagher Benefit Services, Inc. to a three (3) year consulting agreement.

TLB/akb

Attachment

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between Gallagher Benefit Services, Inc., ("Gallagher") and Illinois Eastern Community Colleges (the "Client").

The Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

1. *Engagement of Services*

The Client engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor of the Client.

2. *Term and Termination*

The Effective Date of this Agreement is January 1, 2019. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for three (3) years from the Effective Date. **The Consulting Period will be automatically extended for an additional year on each anniversary of the Effective Date.** Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. *Compensation*

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fee owed by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B for 2019 and 2020. Compensation fee will be capped at +3% or \$30,900 for 2021. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable to it by each insurance company at the time it presents rates to Client. The Client is responsible for payment of Gallagher's fees (if applicable) within thirty (30) days of invoice receipt. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement.

4. *Performance and Scope*

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher will coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher generally does not accept any fiduciary duties or obligations with respect to a plan given that these are typically performed by the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute the unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited ones to insure the Client's risks. The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

5. Confidentiality

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement (“Confidential Information”). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher’s reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement. Unless prohibited by law, Gallagher shall provide Client with any such subpoena or order and an opportunity to object prior to disclosure. Furthermore, Gallagher will limit disclosure to that information required to be disclosed under the terms of the subpoena or order and will reasonably cooperate with Client (at Client’s expense) to limit such disclosure.

(b) HIPAA Privacy. Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party’s prior consent.

(d) Aggregated Data. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the “Aggregated Data”). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher’s business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client’s identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

6. Indemnification Rights and Limitation of Liability

(a) Indemnification. Each party (“Indemnifying Party”) will promptly defend, indemnify and hold the other party (“Indemnified Party”) harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the Indemnified Party may incur as a result of any violation by the Indemnifying Party of any law, or any loss or expense to the Indemnified Party caused by the misrepresentation, negligent act or omission, or any breach of any of the Indemnifying Party’s obligations under this Agreement.

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, unless otherwise noted in Exhibit A, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

7. **Notices**

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: Illinois Eastern Community Colleges
Attention: Ryan Hawkins
233 East Chestnut Street
Olney, IL 62450-2298

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: Mary Beth Seger
2850 Golf Road
Rolling Meadows, IL 60008-4050

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. **Miscellaneous**

(a) **Severability.** The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) **Entire Agreement; Amendment.** This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) **Waiver.** No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) **Governing Law; Rule of Construction.** This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Illinois without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) **Successors.** This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) **Survival of Provisions.** Sections 5 and 6 will survive the termination of this Agreement.

[The remainder of this page intentionally left blank.
The parties' signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

Illinois Eastern Community Colleges

By: _____
Name: _____
Title: _____
Date: _____

GALLAGHER BENEFIT SERVICES, INC.

By: _____
Name: Mary Beth Seger
Title: Area President
Date: _____

EXHIBITA
SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an "as needed" basis:

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Prepare "shadow" renewal projection
- Create financial modeling reports using proprietary Apex software
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop "working" rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data

- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT:

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Conduct periodic seminars on regulatory issues
- Assist with the review and evaluation of COBRA and HIPAA compliance procedures
- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE

EMPLOYEE EDUCATION PROGRAMS:

- Facilitate group meetings
- Assist with development of benefit communication directed to employees
- Educational meetings on coverage and trends

COMMUNICATION MATERIALS:

- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan “best practices” to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

**EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT**

Line of Coverage/Service	Insurance Company	Commission ¹ / Supplemental Compensation ²	Third Party Compensation	Direct Client Fees ³	Effective Date
Consulting Services	n/a	n/a	n/a	\$30,000	1/1/2019
Medical	BC/BS of IL	None/\$0-12 PEPY			1/1/2017
Dental	BC/BS of IL	None/2% of premium			1/1/2017
Critical Illness & Accident	Reliance Standard Life Insurance Company	15%/2.25% of premium			7/1/2017
Life/AD&D, Vol. Life/AD&D	Reliance Standard Life Insurance Company	9.5%/2.25% of premium			7/1/2017
Vol. LTD	Reliance Standard Life Insurance Company	10%/2.25% of premium			7/1/2017
Identity Theft	ID Shield	10%/None			1/1/2018
Vision	EyeMed	10%/None			1/1/2017

If needed insert additional supp comp information in this row – if extra space is not needed then delete this statement

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing an insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁴, which protects both Client and Gallagher⁵. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

² Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commissions.

³ Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the **Employee Retirement Income Security Act of 1974 (ERISA)**.

⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

Agenda Item #9K
Partnership Agreement

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 18, 2018
RE: Partnership Agreement

Illinois Eastern Community Colleges (IECC), Lake Land College (LLC), Kaskaskia College (KC) and the Local Workforce Innovation Area #23 (LWIA), and C.E.F.S. Economic Corporation (CEFS) wish to enter into a partnership agreement concerning the implementation of an apprenticeship expansion program which would address the roles, responsibilities, and resources each party will deliver. The activities would be in support of the targeted population for participants in the Certified Medical Assistant Program.

Each college will assess its needs for a Certified Medical Assistant Program, recruit participants, and refer participants for LWIA #23 for eligibility. LWIA #23 will determine eligibility, enroll participants in eligible activities, provide job placement services, and financial assistance.

I ask the Board's approval of the attached partnership agreement.

TLB/rs

Attachment

PARTNERSHIP AGREEMENT

Between Lake Land College (LLC), Illinois Eastern Community Colleges (IECC), Kaskaskia College (KC) and Local Workforce Innovation Area #23 (LWIA #23)/C.E.F.S Economic Opportunity Corporation (CEFS).

This Partnership Agreement between LLC, IECC, KC and LWIA #23 defines the scope of services to be provided for implementation of the Apprenticeship Expansion Program and addresses the roles, responsibilities, and resources that each party will deliver. The activities are part of a strategic and comprehensive set of services designed to support the targeted population of participants for the Certified Medical Assistant Program.

LLC, IECC, KC will:

- Assess the local need for CMA in their college district;
- Recruit potential participants via respective Adult Education programs and healthcare provider referrals;
- Refer participants to LWIA #23 for possible WIOA eligibility determination.

LWIA #23 will:

- Determine WIOA eligibility
- Set participant strategies relating to an Individual Employment Plan
- Enroll participants in WIOA eligible activities
- Manage all WIOA based performance requirements.
- Presentations by Illinois WorkNet Centers partners on the services they can provide to further participants learning experience.
- Provide job placement services provided by the partners of the Illinois WorkNet Center.
- Provide financial assistance and support for qualified individuals as part of the services the partners of the Illinois WorkNet Center offer.

SIGNATURES:

Lake Land College

Print Name / Title	Signature	Date
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Illinois Eastern Community Colleges

Print Name / Title	Signature	Date
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Kaskaskia College

Print Name / Title

Signature

Date

Local Workforce Innovation Board #23

Print Name / Title

Signature

Date

CEFS Economic Opportunity Corporation

Print Name / Title

Signature

Date

Agenda Item #9L

Affiliation Agreements

Lawrence County Ambulance Service – Emergency Response Training - FCC

Crawford Memorial Hospital – Associate Degree Nursing

Crawford Memorial Hospital – Radiography - OCC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 18, 2018
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 affiliation agreements with the following health care institutions:

Lawrence County Ambulance Service – Emergency Response Training - FCC

Crawford Memorial Hospital - Associate Degree Nursing

Crawford Memorial Hospital – Radiography – OCC

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

TLB/rs

Attachment

AFFILIATION AGREEMENT

Between
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529
and
LAWRENCE COUNTY AMBULANCE
for
EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 18th day of September, 2018, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and LAWRENCE COUNTY AMBULANCE, Lawrenceville, Illinois (hereinafter referred to as AGENCY).
WITNESSETH THAT:

WHEREAS, the DISTRICT desires to make use of AGENCY's facilities for clinical field training practice by students of the PROGRAM, and

WHEREAS, the AGENCY has agreed to make its facilities available to the PROGRAM students and faculty of the DISTRICT for the desired purpose,

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

1. The AGENCY agrees to make its facilities available in all areas related to the PROGRAM for observation and participation by the students and faculty of the DISTRICT's PROGRAM, subject to the conditions and limitations contained herein;
2. The arrangements for use of said facilities of the AGENCY will be made by the Program Director of the Emergency Preparedness & Industrial Quality Management Program on behalf of the DISTRICT and the Director 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. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;
4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;
6. The DISTRICT will maintain on file, copies of the following student information, that shall be made available to the AGENCY upon request: valid Illinois driver's license, current CPR certification, current Illinois EMT-B licensure (applicable to Paramedic students), background screen results, drug screen results, immunization record, health examination record, proof of health coverage, proof of seasonal flu vaccination administered since August of the current academic year, and documentation by the DISTRICT instructor confirming that the student has completed and passed specific, required competencies prior to AGENCY clinical rotation.
7. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;

8. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
9. DISTRICT faculty will:
 - a. be responsible for guiding students and teaching the PROGRAM;
 - b. work with the staff of the AGENCY in coordination of the clinical field training objectives to be completed at the AGENCY;
 - c. coordinate the student clinical assignment with the Agency appointed Field Training Officer; and
 - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical field training setting;
10. The AGENCY's Director will coordinate with the DISTRICT and the AGENCY's Field Training Officer to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives; students will be charged with maintaining evaluation forms to be completed by the AGENCY appointed Field Training Officer;
11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
12. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
13. PROGRAM students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY;
14. Students are responsible for seeking health care if the need arises. Students are required to carry their own health coverage and are required to pay their own health care fees;
15. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job;
16. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT 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;
17. The faculty and students of the DISTRICT participating in the clinical field training experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
18. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff; the AGENCY will coordinate with the DISTRICT PROGRAM faculty and director to determine AGENCY staff who will serve as Field Training Officers during the duration of the four-paramedic course series. AGENCY staff will be expected to read and acknowledge acceptance of the FCC EP's Field Training Officer Field Training Guide, read and acknowledge acceptance of a FERPA (Family Educational Rights and Privacy Act) tutorial, and complete an FTO agreement provided by the DISTRICT PROGRAM.
19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
20. 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. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY (See attached Certificate of Insurance);

21. AGENCY will not request monetary reimbursement from PROGRAM students and faculty assigned to, or making use of any clinical facilities of the AGENCY under the contemplated program.
22. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
23. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 18th day of September, 2018.

LAWRENCE COUNTY AMBULANCE

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529, FRONTIER
COMMUNITY COLLEGE

Director

Chairman, IECC Board of Trustees

Chairman, Lawrence County Ambulance Board

CEO, Illinois Eastern Community Colleges

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 5th day of September, 2018,
by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529,
FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL
COLLEGE and WABASH VALLEY COLLEGE, for its Associate Degree Nursing Program
(hereinafter referred to as DISTRICT #529) and Crawford Hospital District d/b/a Crawford
Memorial Hospital, Robinson, IL 62454 (hereinafter referred to as AGENCY)

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas of patient care for observation and participation by the students and faculty of the DISTRICT #529, Associate Degree Nursing Program subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Department Head of the Associate Degree Nursing Program on behalf of DISTRICT #529 and the Administrator, and the Director of Nursing Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

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

The AGENCY will provide an orientation for students to the AGENCY, including relevant policies and procedures.

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

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

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

6. Nursing Faculty and nursing students are responsible for health care costs related to accidental injury or illness occurring in the AGENCY.

7. Nursing students and Nursing Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY. The DISTRICT #529 ensures validity and maintains the following medical documentation regarding students to be completed before clinical placement and shall provide Crawford Memorial Hospital with the following information upon request:

- a) 2-Step TB test or Chest X-ray (PA view) if Mantoux is reactive;
- b) Documentation of the following immunization records: a) 2 MMR vaccines administered at least 28 days apart, or documentation of positive Rubella IgG, Rubeola IgG and Mumps IgG blood tests and b) 2 Varicella vaccines at least 1 month apart, or documentation of positive Varicella IgG blood test
- c) Influenza vaccine or decline (October-March)
- d) Physical exam documentation (ability to perform job functions/duties)
- e) Negative 10 Panel Drug Screen
- f) Clear Criminal Background Check
- g) Active BLS Certification

This agreement forbids discrimination against any student on the basis of race color, national origin, age, disability, sex religion, ancestry, marital status, physical or mental handicap, sexual orientation, gender identity, military status, unfavorable discharge from military, source of payment for care, or as otherwise required by local, state and federal law.

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.

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

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

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

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

12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Nursing Faculty and nursing students shall be covered by occurrence type professional liability insurance in the amount of at least one million (\$1,000,000) per occurrence and three million (\$3,000,000) annual aggregate prior to any assignment for practice at the AGENCY.

13. To the extent permitted by applicable law and without waiving any defenses, DISTRICT 529 shall indemnify and hold harmless AGENCY and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of DISTRICT 529 or any of its faculty, Program Participants, agents, representatives and employees under this AGREEMENT, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. AGENCY shall indemnify DISTRICT 529 against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by

DISTRICT 529 in defending or compromising actions brought against DISTRICT 529 arising out of or related to AGENCY'S performance of duties hereunder.

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

15. The AGENCY may terminate a student from the facility when his or her performance is unsatisfactory to AGENCY or his or her behavior is deemed disruptive or detrimental to AGENCY and/or its patients. In such event, student participation in the AGENCY shall immediately cease. Only DISTRICT #529 can dismiss the student from the DISTRICT #529 nursing program.

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

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

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT #529, OLNEY CENTRAL COLLEGE

_____ COLLEGE

Vice President or
Director of Nursing Services

Department Head of Nursing, ADNP

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Olney Central College

Chairperson, IECC BOT

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

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE
ASSOCIATE DEGREE RADIOGRAPHY PROGRAM**

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, OLNEY CENTRAL COLLEGE, for its Associate Degree Radiography Program (hereinafter referred to as Sponsor) and **Crawford Memorial Hospital** and all its entities, (hereinafter referred to as Clinical Education Setting) WITNESSETH THAT:

WHEREAS, the SPONSOR desires to make use of the CLINICAL EDUCATION SETTING'S facilities for clinical radiography laboratory practice by students of the Radiography Program for the SPONSOR, and

WHEREAS, the CLINICAL EDUCATION SETTING has agreed to make its facilities available to the radiography students and faculty of the SPONSOR for 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 SPONSOR shall:
 - a) Conform to the guidelines contained in the "Standards for an Accredited Educational Program in Radiologic Sciences" as adopted by The Joint Review Committee on Education in Radiologic Technology - April 2010, effective January 1, 2011.
 - b) Provide qualified instructors to teach the total didactic portion of the OCC Associate Degree Radiography Program and endeavor to work with the staff of the CLINICAL EDUCATION SETTING in coordination of the clinical laboratory objectives completed at the CLINICAL EDUCATION SETTING.
 - c) Coordinate the student clinical assignment with the CLINICAL EDUCATION SETTING'S appointed Clinical Instructor.
 - d) Review and evaluate, in cooperation with the CLINICAL EDUCATION SETTING, the student's progress within the clinical setting.
 - e) Maintain student records.
 - f) OCC Associate Degree Radiography Program students shall be covered by occurrence type professional liability insurance in the amount of at least one million (\$1,000,000) per occurrence and three million (\$3,000,000) annual aggregate prior to any assignment for practice at the CLINICAL EDUCATION SETTING.
 - g) Provide supervision of the health of all students making use of any of the CLINICAL EDUCATION SETTING'S facilities, as contemplated herein; and will assure compliance with the policies of the CLINICAL EDUCATION SETTING. Radiography students and Radiography Faculty assigned to, or making use of any clinical area of the CLINICAL EDUCATION SETTING under the contemplated program, will meet the health requirements of the CLINICAL EDUCATION SETTING.
 - h) The SPONSOR ensures validity and maintains the following medical documentation regarding students to be completed before clinical placement and shall provide CLINICAL EDUCATION SETTING with the following information upon request: 2-Step TB test or Chest X-ray (PA view) if Mantoux is reactive, Documentation of the following immunization records: 2 MMR vaccines administered at least 28 days apart, or documentation of positive Rubella IgG, Rubeola IgG and Mumps IgG blood tests, 2 Varicella vaccines at least 1 month apart, or documentation of positive

Varicella IgG blood test, Influenza vaccine or decline (Oct-March), Physical exam documentation (ability to perform job functions/duties), Negative 10 Panel Drug Screen, Clear Criminal Background Check, and Active BLS Certification if applicable for position.

- i) Provide orientation for the educational program for the CLINICAL EDUCATION SETTING staff.
 - j) The SPONSOR agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of the Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). The parties will notify one another if there are known breaches of this confidentiality.
 - k) Provide personal radiation monitoring for students during clinical laboratory radiography practice at the CLINICAL EDUCATION SETTING. Copies of monthly badge readings will be provided to the CLINICAL EDUCATION SETTING upon request.
2. The CLINICAL EDUCATION SETTING shall:
- a) Provide an orientation for students to the CLINICAL EDUCATION SETTING, including relevant policies and procedures.
 - b) Conform to the guidelines contained in the “Standards for an Accredited Educational Program in Radiologic Sciences” adopted by The Joint Review Committee on Education in Radiologic Technology - April 2010, effective January 1, 2011.
 - c) Without charge, make its facilities available in all areas of patient care for observation and participation by the students and faculty of the SPONSOR subject to the conditions and limitations contained herein.
 - d) Seek at all times to create a favorable environment conducive to the best possible learning situation.
 - e) Aid in the supervision of students during clinical education experiences by designating a minimum of one individual as a Clinical Instructor. The student use of the CLINICAL EDUCATION SETTING facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the CLINICAL EDUCATION SETTING; and the Clinical Instructor on behalf of the CLINICAL EDUCATION SETTING will be responsible for maintaining proper standards of radiography practice and safeguard of patients assigned to students. The CLINICAL EDUCATION SETTING radiography personnel will retain full and final decisions for patient care assigned to radiography students.
 - f) Designate Clinical Instructors, employed by the CLINICAL EDUCATION SETTING, who will be responsible for the teaching and guidance of the students in the clinical radiography laboratory practice, and will be available to radiography students. The specific assignment of learning experiences to specific students will be made and arranged by the Clinical Instructor on behalf of the CLINICAL EDUCATION SETTING, in consultation with the Clinical Coordinator of the SPONSOR’S Associate Degree Radiography Program. The Clinical Instructor of the CLINICAL EDUCATION SETTING assumes full responsibility and supervision of the radiography students during their laboratory experience in the CLINICAL EDUCATION SETTING.
 - g) The CLINICAL EDUCATION SETTING shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the SPONSOR’S students who train at the CLINICAL EDUCATION SETTING pursuant to this agreement.
 - h) The CLINICAL EDUCATION SETTING will supply dressing rooms and space for storage of clothing not in use while students are practicing at the CLINICAL

EDUCATION SETTING, and conference room facilities for use of the faculty and students.

3. The SPONSOR and the CLINICAL EDUCATION SETTING mutually agree to the following:
 - a) Neither party will discriminate on the basis of race, color, national origin, age, disability, sex, religion, ancestry, marital status, physical or mental handicap, sexual orientation, gender identity, military status, unfavorable discharge from military, source of payment for care, or as otherwise required by local, state and federal law.
 - b) The assigned experiences will be selected for the educational benefit of the student. The SPONSOR will provide the CLINICAL EDUCATION SETTING a written set of clinical objectives and "Student Evaluation" forms to be completed at mid-term and at the end of the semester at the CLINICAL EDUCATION SETTING.
 - c) Students are responsible for health care costs related to accidental injury or illness occurring in the CLINICAL EDUCATION SETTING. Emergency care to students, at the student's expense, for illnesses and accidents, occurring while the student is in training at the CLINICAL EDUCATION SETTING.
 - d) To the extent permitted by applicable law and without waiving any defenses, SPONSOR shall indemnify and hold harmless CLINICAL EDUCATION SETTING and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the SPONSOR or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. CLINICAL EDUCATION SETTING shall indemnify SPONSOR against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by SPONSOR in defending or compromising actions brought against SPONSOR arising out of or related to the CLINICAL EDUCATION SETTING performance of duties hereunder.
 - e) While at the CLINICAL EDUCATION SETTING, students are not to replace the CLINICAL EDUCATION SETTING staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under proximate supervision of a member of the staff of the CLINICAL EDUCATION SETTING. The CLINICAL EDUCATION SETTING shall at all times be responsible for patient care.
 - f) A review of the agreement will be made every three years in the spring. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in District #529's Associate Degree Radiography Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their radiography laboratory experience needed for graduation at the CLINICAL EDUCATION SETTING.

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

CLINICAL EDUCATION SETTING

SPONSOR

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529,
OLNEY CENTRAL COLLEGE

Director of Radiology

Radiography Program Director

President, Olney Central College

Administrator, Hospital or Agency

Chairperson, IECC Board of Trustees

Agenda Item #10

Bid Committee Report

None

Agenda Item #11

District Finance

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

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
August 31, 2018**

FUND	BALANCE
Educational	\$7,089,821.05
Operations & Maintenance	\$682,398.84
Operations & Maintenance (Restricted)	\$766,822.42
Bond & Interest	\$874,162.49
Auxiliary	\$239,489.19
Restricted Purposes	(\$66,856.55)
Working Cash	\$234,118.58
Trust & Agency	\$483,012.09
Audit	\$7,271.21
Liability, Protection & Settlement	\$209,616.71
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TOTAL ALL FUNDS	\$10,519,856.03
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Respectfully submitted,

Ryan Hawkins, Treasurer

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

	ALL FUNDS	
	Fiscal Year 2019	Fiscal Year 2018
ASSETS:		
CASH	\$ 10,519,856	\$ 9,506,912
IMPREST FUND	21,300	21,300
CHECK CLEARING	12,500	12,500
INVESTMENTS	17,990,000	18,590,000
RECEIVABLES	3,635,605	5,629,681
INVENTORY	452,424	507,898
OTHER ASSETS	462,250	456,087
FIXED ASSETS (Net of Depr)	16,019,711	17,349,514
TOTAL ASSETS AND OTHER DEBITS:	\$ 49,113,646	\$ 52,073,892
 LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ -	\$ 210,198
ACCOUNTS PAYABLE	602,065	22,723
DEFERRED REVENUE	121,808	107,348
L-T DEBT GROUP (FUND 9)	7,370,668	9,391,550
OPEB (Prior Year Restated for GASB 75 Implementation)	15,228,583	15,463,329
TOTAL LIABILITIES:	23,323,124	25,195,148
 FUND BALANCES:		
FUND BALANCE	20,495,201	22,738,461
INVESTMENT IN PLANT (Net of Depr)	16,019,711	17,349,514
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(22,599,251)	(24,854,879)
RESERVE FOR ENCUMBRANCES	11,874,861	11,645,648
TOTAL EQUITY AND OTHER CREDITS	25,790,522	26,878,744
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 49,113,646	\$ 52,073,892

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

	FY 2019 YEAR-TO-DATE	FY 2018 YEAR-TO-DATE
REVENUES:		
LOCAL GOVT SOURCES	\$ 1,542,492	\$ 2,216,583
STATE GOVT SOURCES	642,948	1,431,884
STUDENT TUITION & FEES	5,947,398	5,847,791
SALES & SERVICE FEES	1,122,374	1,066,459
FACILITIES REVENUE	2,900	1,785
INVESTMENT REVENUE	14,863	5,978
OTHER REVENUES	735,818	44,173
TOTAL REVENUES:	<u>10,008,793</u>	<u>10,614,653</u>
EXPENDITURES:		
INSTRUCTION	1,069,145	953,198
ACADEMIC SUPPORT	74,601	90,134
STUDENT SERVICES	216,878	212,725
PUBLIC SERV/CONT ED	-	-
OPER & MAINT PLANT	398,602	426,467
INSTITUTIONAL SUPPORT	1,337,515	1,240,205
SCH/STUDENT GRNT/WAIVERS	1,586,746	1,405,698
AUXILIARY SERVICES	1,209,649	1,178,475
TOTAL EXPENDITURES:	<u>5,893,136</u>	<u>5,506,902</u>
TRANSFERS AMONG FUNDS:		
INTERFUND TRANSFERS	-	-
TOTAL TRANSFERS AMONG FUNDS:	<u>-</u>	<u>-</u>
NET INCREASE/DECREASE IN NET ASSETS	<u>\$ 4,115,657</u>	<u>\$ 5,107,751</u>

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

College	Category	FISCAL YEAR 2017			FISCAL YEAR 2018			FISCAL YEAR 2019			% of Year
		Anticipated Budget	Spent Thru March	% of Bdgt	Anticipated Budget	Spent Thru March	% of Bdgt	Anticipated Budget	Spent Thru March	% of Bdgt	
Frontier	Bills		\$ 294,537			\$ 326,232			\$ 351,731		
	Payroll		228,461			218,145			233,930		
	Totals	\$ 4,089,274	522,998	13%	\$ 4,188,484	544,377	13%	\$ 4,550,604	585,661	13%	17%
Lincoln Trail	Bills		502,243			558,874			560,526		
	Payroll		201,881			218,875			214,263		
	Totals	\$ 4,198,705	704,124	17%	\$ 4,300,570	777,749	18%	\$ 4,788,234	774,789	16%	17%
Olney Central	Bills		500,280			524,251			646,797		
	Payroll		391,202			392,995			403,576		
	Totals	\$ 7,158,163	891,482	12%	\$ 7,331,827	917,246	13%	\$ 7,449,755	1,050,373	14%	17%
Wabash Valley	Bills		622,562			635,553			736,624		
	Payroll		291,818			276,396			282,805		
	Totals	\$ 6,124,837	914,380	15%	\$ 6,273,432	911,949	15%	\$ 6,236,897	1,019,429	16%	17%
Workforce Educ.	Bills		519,701			35,583			36,556		
	Payroll		148,290			139,348			117,800		
	Totals	\$ 5,106,047	667,991	13%	\$ 5,229,925	174,931	3%	\$ 4,258,339	154,356	4%	17%
District Office	Bills		27,044			43,586			49,660		
	Payroll		150,921			142,182			158,881		
	Totals	\$ 1,349,414	177,965	13%	\$ 1,382,152	185,768	13%	\$ 1,519,023	208,541	14%	17%
District Wide	Bills		251,591			335,403			368,522		
	Payroll		106,650			105,762			116,155		
	Totals	\$ 2,339,438	358,241	15%	\$ 2,644,134	441,165	17%	\$ 2,883,536	484,677	17%	17%
GRAND TOTALS		\$30,365,878	\$ 4,237,181	14%	\$31,350,524	\$3,953,185	13%	\$31,686,388	\$4,277,826	14%	17%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
August 31, 2018

	FY 2019		FY 2018		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	1,527,409	35.71%	1,493,703	37.78%	33,706	2.257%
Employee Benefits	370,485	8.66%	342,968	8.68%	27,517	8.023%
Contractual Services	174,918	4.09%	126,639	3.20%	48,279	38.123%
Materials	260,042	6.08%	270,181	6.83%	(10,139)	-3.753%
Travel & Staff Development	19,611	0.46%	6,663	0.17%	12,948	194.327%
Fixed Charges	95,578	2.23%	98,455	2.49%	(2,877)	-2.922%
Utilities	152,812	3.57%	183,306	4.64%	(30,494)	-16.636%
Capital Outlay	9,413	0.22%	10,996	0.28%	(1,583)	0.000%
Other	1,667,558	38.98%	1,420,274	35.93%	247,284	17.411%
	<u>4,277,826</u>	<u>100.00%</u>	<u>3,953,185</u>	<u>100.00%</u>	<u>324,641</u>	<u>8.212%</u>

Agenda Item #12

Chief Executive Officer's Report

Agenda Item #13

Executive Session

Agenda Item #14

Approval of Executive Session Minutes

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

Agenda Item #15

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 14, 2018
RE: Personnel Report

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

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400.11. Employment of Personnel

400.12. Change-in-Status

PERSONNEL REPORT

400.1. Employment of Personnel

A. Professional/Non-Faculty, Exempt

1. Jack Trospen, Head Women's Basketball Coach, WVC, effective October 1, 2018

B. Classified

1. Tristan Caparas, Information Systems Technician, LTC, effective October 1, 2018, pending successful completion of a background check
2. Amy Ferguson, Office Assistant, LTC, effective September 19, 2018
3. William Rude, Technology Systems Specialist, DO, effective October 1, 2018, pending successful completion of a background check

400.2. Change-in-Status

A. Professional/Non-Faculty, Exempt

1. Luke Harl, Coordinator of Accreditation Compliances & Academic Services, DO, to Program Director, Grants & Compliance, DO, effective September 19, 2018
2. Scott Meserole, Program Director of Emergency Preparedness Management & Industrial Quality Management, FCC, to O & M Team Leader/Coordinator of Fire Science, FCC, effective October 1, 2018

Agenda Item #16

Collective Bargaining

Agenda Item #17

Litigation

Agenda Item #18

Other Items

Agenda Item #19

Adjournment

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

	Funding Source	Estimated Budget								
Student Center - WVC	CDB	\$4,029,400	████████							
Temp Building Replacement - LTC	CDB	\$1,495,500	████████							
Center for Technology - LTC	CDB	\$7,569,800	████████							
GRAND TOTAL		\$13,094,700	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

8/31/2018