

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

January 18, 2022



Location:

**Lincoln Trail College
11220 State Highway
Robinson, IL 62454**

Join Zoom Meeting

<https://zoom.us/j/91881566935>

Meeting ID: 918 8156 6935

Dial in number: 312 626 6799

Dinner & Meeting – 6:15 p.m. – Room 118, Williams Hall

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

**Illinois Eastern Community Colleges
Board Agenda**

January 18, 2022

6:15 p.m.

**Lincoln Trail College
Room 118, Williams Hall**

Join Zoom Meeting

<https://zoom.us/j/91881566935>

Meeting ID: 918 8156 6935

Dial in number: 312 626 6799

1. Call to Order & Roll CallChairman Carter
2. Disposition of MinutesCarter
3. Recognition of Visitors and Guests Chancellor Gower
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Oath of Office and Seating of Student Trustee.....Gower
6. Reports
 - A. Trustees
 - B. Chancellor
 - C. Presidents
 - D. Cabinet
7. Policy First Reading (and Possible Approval)Gower
 - A. Policy 400.25 Electronic Device Usage
 - B. Policy 500.5 / 500.26 Credit for Prior Learning
 - C. Policy 400.29 Temporary Covid Sick Leave
8. Policy Second Reading.....Gower
 - A. None
9. Staff Recommendations for Approval

- A. Facility Use Agreement SIU/IECCGower
- B. Affiliation AgreementsGower
 - IECC Standard Clinical Agreement (negotiated)- Aperion Care, Bridgeport, IL
 - Non-standard Clinical/Non-Clinical Agreements-
 - Deaconess Women’s Hospital, Newburg, IN & Terre Haute Regional Hospital
 - IECC Standard Clinical Affiliation Agreement- Ridgeview Health & Rehab
- 10. Bid Committee Report.....Gower
 - A. Solar Array – Frontier Community College
- 11. District Finance
 - A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins
- 12. Executive Session.....Gower
- 13. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes.....Gower
 - B. Audio Executive Session MinutesGower
- 14. Approval of Personnel ReportAndrea McDowell
- 15. Collective Bargaining.....Gower
- 16. LitigationGower
- 17. Other Items
- 18. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in Main Hall Room 101, Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, Tuesday, December 14, 2021.

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

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

John D. Brooks, Gary Carter, Brenda K. Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Also present was Sania Borom, student trustee (via Zoom). Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Ryan Gower, Chancellor, Illinois Eastern Community Colleges.

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Zahi Atallah, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Ryan Hawkins, Chief Financial Officer/Treasurer.

Alex Cline, Director of Information & Communications Technology.

Andrea McDowell, Director of Human Resources.

Renee Smith, Board Secretary.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held November 16, 2021 were presented for disposition.

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

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

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

#3-B. IECEA Representative: Rob Mason was in attendance and reported on the challenges faculty faced navigating COVID during the past year. Mr. Mason also noted faculty appreciation for efforts made to increase communication between IECC administration and faculty.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: Student Trustee Sania Borom was honored for her service as student representative to the IECC Board of Trustees. Ms. Borom graduated from Wabash Valley College in December and is now enrolled at Florida International University.

#5-B. Report from Chancellor: Chancellor Gower led a discussion on current issues and opportunities facing the District, including an update on the Wayne County Senior Center to be housed on IECC District property at FCC. Trustees indicated willingness to support the project financially and an interest in reviewing a detailed written proposal.

#5-C. Report from Presidents: Informational reports, including notable accomplishments and upcoming events were provided by the College Presidents.

#5-D. Report from Cabinet: None.

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

AGENDA #7 – “Policy Second Reading” - None.

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

#8-A. City of Olney/OCC Easement for Roadway Improvement: Chancellor Gower reviewed the following resolution for an easement between the City of Olney and the Illinois Eastern Community College District (Olney Central College):

Owner Board of Trustee of Illinois
Eastern Community Colleges
District #529

Address Northwest Street, Route 130
Olney, IL 62450

Route FA Route 187

County Richland

Job No. C-97-149-21

Parcel No. 06-33-401-141(pt)

Section 18-00083-00-SW

Project No. 9F61(312)

Station 985+43.32 to 985+53.02 (Warranty Deed)

Station 985+43.54 to 985+58.64 (TCE)

CERTIFIED RESOLUTION

(School District)

I, _____, of Illinois Eastern Community Colleges District No. 529, a school district organized and existing under the laws of the State of Illinois, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the Board of Education of the School District, a quorum of its members being present at a meeting held on the _____ day of _____, 2021, and

2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that, _____ the _____, and _____, the _____, of the Board of Education of the School District are hereby authorized and directed to convey the school district's interest in the following described real estate in Richland County, Illinois to the City of Olney for highway purposes for the sum of \$600.00:

Warranty Deed:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 10 EAST OF THE 3RD PRINCIPAL MERIDIAN, RICHLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE SOUTH 00°18'15" EAST, 2703.70 FEET ALONG THE EAST LINE OF SECTION 33; THENCE SOUTH 88°24'28" WEST, 45.01 FEET TO THE WEST RIGHT OF WAY LINE OFF.A. ROUTE 187 BEING THE POINT OF BEGINNING; THENCE SOUTH 00°16'50" EAST, 9.70 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE NORTH 45°35'20" WEST, 13.48 FEET TO THE SOUTH RIGHT OF WAY LINE OF PARKER STREET; THENCE NORTH 88°24'28" EAST, 9.59 FEET TO THE POINT OF BEGINNING, CONTAINING 46.5 SQUARE FEET MORE OR LESS.

Temp Easement:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 10 EAST OF THE 3RD PRINCIPAL MERIDIAN,

roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees Absent: none. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. Approval to Purchase Used Vehicles and Trailers: The Chancellor described the impact on the District of the disruption in the auto industry supply chain. The Board was asked to give temporary approval for District administration to seek bids and quotes to procure vehicles that meet District specifications. The Chancellor recommended temporary approval to purchase used vehicles and trailers through June 30, 2022.

Board Action: Trustee Brenda Culver made a motion to approve the purchase of used vehicles and trailers as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees Absent: none. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Resolution abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of the District: The Chancellor recommended approval of the following Resolution providing for the abatement of \$250,000 for tax year 2021 on the extension of the Series 2020D Taxable General Obligation Community College Bonds:

RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

* * *

WHEREAS, the Board of Trustees (the “*Board*”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), by resolution adopted on the 20th day of October, 2020 (the “*Bond Resolution*”), did provide for the issue of \$2,325,000 Taxable General Obligation Community College Bonds, Series 2020D (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS, the Bonds were issued by the District pursuant to the terms of the Bond Resolution; and

WHEREAS, the Board has determined and does hereby determine that the District has funds on hand and lawfully available to pay the principal and interest on the Bonds due in the next Bond year (the “*Available Funds*”); and

WHEREAS, such Available Funds have been deposited into the Bond Fund as created pursuant to and defined in the Bond Resolution; and

WHEREAS, the Board has determined and does hereby determine that it is necessary and in the best interests of the District to apply the Available Funds to the payment of the Bonds and abate the taxes heretofore levied to pay the principal of and interest on the Bonds to the amount of the Available Funds:

NOW, THEREFORE, Be It and It is Hereby Resolved by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Abatement of Tax. The tax heretofore levied for the year 2021 in the Bond Resolution is hereby abated, as set forth in *Exhibit A* attached hereto and made a part hereof.

Section 3. Filing of Resolution. Forthwith upon the adoption of this Resolution, the Secretary of the Board shall file a certified copy hereof with the County Clerks of The Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2021 in accordance with the provisions hereof.

Section 4. Effective Date. This resolution shall be in full force and effect forthwith upon its adoption.

Adopted December 14, 2021.

Board Action: Trustee Al Henager made a motion to approve the foregoing RESOLUTION abating the tax heretofore levied for the year 2021 to pay debt service on Taxable General Obligation Community College Bonds, Series 2020D, of the District, for community college purposes as recommended. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote ordered by the Chair, the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Non-Standard Affiliation Agreement: The Chancellor recommended approval of an affiliation agreement between the District and Good Samaritan Hospital in Vincennes, Indiana.

Board Action: Trustee Brady Waldrop made a motion to approve a non-standard affiliation agreement between the District and Good Samaritan Hospital located in Vincennes, Indiana as listed in full in the board agenda. Trustee Brenda Culver seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “Bid Committee Report”: The Chancellor recommended approval of the bid committee recommendation for acceptance of bid for purchase of the following items:

Frontier Community College

Hybrid Drive Train Simulator

Lincoln Trail College

Digger Derrick Truck

Wabash Valley College

New 2020/2021 Trailer

Used 2016 or Newer Trailer

Hybrid Drive Train Simulator – Frontier Community College

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

The Bid Committee recommends acceptance of the bid received from Consulab for a total of \$36,051.

Company	Bid
Consulab Quebec City, Canada	\$36,051
Megatech Tewksbury, MA	\$28,900

Digger Derrick Truck – Lincoln Trail College

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

The Bid Committee recommends acceptance of the bid received from Lake Country Auctions for a total of \$39,465.

Company	Bid
Lake Country Auctions Lockport, NY	\$39,465

New 2020/2021 Trailer – Wabash Valley College

The District did not receive any bids on this item. Accordingly, the Bid Committee has no recommendation for award.

Used 2016 or Newer Trailer – Wabash Valley College

The District did not receive any bids on this item. Accordingly, the Bid Committee has no recommendation of award.

Board Action: Trustee Brenda Culver made a motion to approve the Bid Committee Report as recommended. Trustee Barbara Shimer seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer’s report, showing the balance in all funds as of November 31, 2021.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for December 2021 totaling \$1,124,586.77 were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Jan Ridgely made a motion to approve payment of district financial obligations for December, 2021, in the amounts listed. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees

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

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

AGENDA #12 – “Approval of Executive Session Minutes” –

#12-A. Written Executive Session Minutes: No executive session was held during the regular meeting, Tuesday, November 16, 2021.

#12-B. Audio Recordings of Executive Sessions: No executive session was held during the regular meeting, Tuesday, November 16, 2021.

#12-C. Semi-Annual Review of Executive Session Minutes: The Board of Trustees having conducted a semi-annual review of executive session minutes as mandated by Section 2.06 of the Open Meetings Act, the Chairman presented the following report and recommendations:

MEMORANDUM

TO: Chancellor and Board of Trustees
FROM: Renee Smith, Board Secretary
DATE: December 14, 2021
SUBJECT: Semi-Annual Review of Executive Session Minutes

A. The following written executive session minutes were reviewed in June 2021 and the decision was made at that time to keep them closed:

1. Tuesday, June 20, 1995.
2. Tuesday, August 15, 1995.
3. Tuesday, September 19, 1995.
4. Friday, August 2, 1996.
5. Tuesday, January 17, 2012.
6. February 19, 2019.
7. October 15, 2019.
8. December 10, 2019.
9. January 21, 2020.
10. February 18, 2020.

B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in December 2021:

1. June 15, 2021.
2. July 21, 2021.

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

1. None.

D. Audio recordings of previously approved executive sessions will remain closed to the public record and these audio executive session recordings will remain in the custody of the Board Secretary until 18 months following the executive session at which the audio recordings were made:

1. December 10, 2019.
2. January 21, 2020.
3. February 18, 2020.
4. August 18, 2020.
5. February 16, 2021.
6. June 15, 2021.
7. July 21, 2021.

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

1. December 10, 2019.
2. January 21, 2020.
3. February 18, 2020.

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

1. Tuesday, August 17, 2021.
2. Tuesday, September 21, 2021.
3. Tuesday, October 19, 2021.
4. Tuesday, November 16, 2021.

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

1. June 15, 2021.

Board Action: Trustee John Brooks made a motion to adopt the foregoing report and recommendations as outlined, for minutes of executive sessions held on the dates listed. 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 viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion is adopted.

AGENDA #13. Personnel Report: Andrea McDowell presented the following personnel report and the Chancellor recommended approval.

400.1. Employment of Personnel

A. Professional, Non-Faculty, Exempt

1. Cheryl Michl, Title III Advising Specialist, OCC, effective January 3, 2022.

B. Professional, Non-Faculty, Non-Exempt

1. Sibyl Janello, Coordinator, Registration & Records, Workforce Education, effective December 15, 2021.

C. Classified

1. Ashley Gonzalez, Office Assistant, FCC, effective January 3, 2022.

400.2. Resignation Ratifications

A. Professional Non-Faculty, Exempt

1. Amy Dulaney, Director of Transition Center & Perkins, DO, effective December 31, 2021.

B. Classified

1. John Watson, Lead Custodian, LTC, effective December 31, 2021.

Trustee Al Henager made a motion to approve the foregoing personnel report. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #14 – Collective Bargaining – None.

AGENDA #15 – Litigation – An update on current litigation was provided.

AGENDA #16 – Other Items – None.

AGENDA #17 – Adjournment – Trustee Al Henager made a motion to adjourn. Student Trustee Sania Borom 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 7:58 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

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

Agenda Item #4

Public Comment

Agenda Item #5

Oath of Office and Seating of Student Trustee

Agenda Item #6

**Reports
Trustees
Chancellor
Presidents
Cabinet**

Agenda Item #7

Policy First Reading (and Possible Approval)

- A. Policy 400.25 Electronic Device Usage**
- B. Policy 500.5 Credit for Prior Learning**
- C. Policy 500.26 Credit for Equivalency Policy**
- D. Policy 400.29 Temporary Covid Sick Leave**

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: January 18, 2022

RE: Revisions to Electronic Device Policy 400.25

In compliance with the State of Illinois Public Act 100-1094, IECC recognizes the requirement to reimburse employees for necessary expenditures or losses incurred by employees within their scope of employment that are directly related to the services performed for IECC. IECC recognizes that there are employees who hold positions that require the use of a personally owned cell phone or other personally owned electronic devices to conduct essential business communications. This policy revision strengthens guidelines and requirements for employees who require compensation per Public Act 100-1094.

I recommend the Board waive the second reading and approve the revisions to Policy 400.25.

RG/sc

Attachment

Electronic Device ~~Usage~~/Cell Phone Allowance Policy (400.25)

Date Adopted: July 15, 2008

Revised: January 18, 2022 (Pending Board Approval)

~~Employees should not use district-owned or employee-owned electronic devices, including, but not limited to, cell phones and computers, while driving on district business. This policy prohibits talking, texting, and e-mailing while operating a district-owned motor vehicle or a personally-owned motor vehicle being operated for district purposes.~~

~~Should an employee need to make a district-related call while driving, they should locate a lawfully designated area to park and make the call. Regardless of the circumstances, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Employees are not expected to make calls and do other district work while driving. Under no circumstances are employees allowed to place themselves at risk while driving to fulfill district business needs.~~

In compliance with the State of Illinois Public Act 100-1094, IECC recognizes the requirement to reimburse employees for necessary expenditures or losses incurred by employees within their scope of employment that are directly related to the services performed for IECC. IECC recognizes that there are employees who hold positions that require the use of a personally owned cell phone or other personally owned electronic devices to conduct essential business communications. These positions have a constant and recurring need for using an electronic device. To be eligible to receive such reimbursement, the employee must have a college business need, defined and approved by the supervisor, that includes one or more of the following:

- a) The duties of the position require that the employee work regularly in the field away from land line communication and needs to be immediately accessible and no other means of communication exists.
- b) The duties of the position require a significant amount of travel during regular work hours or outside normal hours but related to official college business and access to information, which in the judgment of the college, render the employee more productive and/or the service the employee provides more effective.
- c) The duties of the position make it necessary that the employee be accessible to communicate with Administration or Public Officials at any time.
- d) The President of the college deems it necessary to ensure the flow of information and communication.
- e) The duties of the position require response and decision making to life-threatening or public safety issues and situations.
- f) The employee is telecommuting and needs to be reimbursed for necessary expenditures related to telecommuting at IECC.

Under the Illinois Freedom of Information Act any written communication to or from college employees regarding college business is a public record and may be subject to public disclosure and must be produced upon request from the FOIA Officer.

Employees are expected to follow federal laws and IECC policy as it relates to the Family Educational Rights and Privacy Act (FERPA) on all electronic devices. Any violations could result in disciplinary action up to and including termination.

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: January 18, 2022
RE: Credit by Examination Policy (500.5)

In recognition and support of learning experiences that occur outside the classroom, 2 existing policies outline acceptable types of learning that are eligible for college credit at IECC.

A desire to add a new method for granting credit, Portfolio Evaluation, and a thorough review of the topic of Credit for Prior Learning in the 2021 ICCB System Rules Manual resulted in a proposed merger of Policy 500.26 into Policy 500.5 – now renamed to “Policy 500.5 - Credit for Prior Learning.”

These proposed policy changes have been approved by Cabinet. I would ask the Board to waive the second reading and approve the elimination of Policy 500.26 and the revisions to Policy 500.5 as presented.

Attachment

STUDENT - 500

Credit by Examination for Prior Learning (500.5)

Date Adopted: December 19, 1989

Revised: April 20, 2015

Revised: November 19, 2019

Revised: January 18, 2022 (Pending Board Approval) Effective Date: 7/1/2022

Illinois Eastern Community Colleges ~~utilizes credit by examination to grant college credit. IECC may grant credit through proficiency examinations administered at an IECC test center, the College Entrance Examination Board's subject test known as CLEP (College Level Examination Program), the International Baccalaureate program, and Advanced Placement (AP) or GED testing. The maximum amount of credit which a student may gain through proficiency examinations is 32 semester hours. Details regarding credit by examination will be outlined in the college catalog.~~ understands college-level knowledge is obtained from learning experiences, as well as in a classroom. In recognition and support of this, students enrolled in a degree or certificate program at IECC may be eligible for academic credit for their prior learning experiences as determined by an evaluative process administered by the dean of instruction or designee. The dean of instruction or designee also monitors, evaluates, and makes recommendations for revisions to credit for prior learning activities, as appropriate.

Eligible Learning Experiences

When properly documented, the following learning experiences will be assessed for credit at IECC:

- Military Training/Experience
- Certifications and Licensures
- Standardized Tests/Proficiency Examinations
- State Seal of Biliteracy
- Portfolio Evaluation

Awarding Credit for Prior Learning (CPL)

IECC will validate credit on a course-by-course basis and award credit when the documented learning experience demonstrates achievement of all terminal objectives for a specific course or courses. The following will also be considerations:

- CPL will not be awarded twice for the same learning.
- CPL will not be awarded for work that does not meet or exceed a grade level of "C".
- CPL will not be used to award financial aid or veteran's benefits.
- CPL cannot be used to improve an existing grade or replace a grade of withdrawal or incomplete.
- CPL credit will be posted to the student's academic record as Transfer Credit, **but not before:**
 - fifteen (15) credit hours toward a degree have been completed at IECC; or
 - twenty-five (25) percent of the required credit hours for a certificate have been completed at IECC.
- No more than twenty-five (25) percent of the required credit hours for a certificate or degree can be awarded from CPL.
- IECC does not accept CPL that was awarded at other institutions and CPL awarded at IECC will typically not transfer to other colleges.
- CPL will not be applied to the graduation credit hour minimum that must be completed at IECC.
- CPL will not be computed in the student's GPA.
- Unless otherwise defined procedurally, CPL will be awarded for learning experiences that have occurred within the last 3 years, while also considering older documented learning experiences on a case-by-case basis with the supposition that the knowledge has been retained.

Procedures will, at a minimum, outline the process for students to request CPL (including acceptable proof of the experience) and provide data on the specific or type of credit that may be granted by IECC

STUDENT – 500

Policy for Credit Equivalency by Licensure, Certification, Military Experience, or State Seal of Biliteracy (500.26)

Date Adopted: December 11, 2012

Revised: June 20, 2017

Revised: July 18, 2017

Revised: June 19, 2018

~~College credit may be granted for an industry recognized license, certification, military experience, or the State Seal of Biliteracy as determined by an evaluative process administered by the Dean of Instruction.~~

~~Deleted by Board Action January 18, 2022. (Merged with Policy 500.5 Credit for Prior Learning.)
(Pending Board Approval)~~

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: January 18, 2022

RE: Temporary COVID-19 Sick Pay Policy 400.29

Illinois Eastern Community Colleges recognizes that COVID-19 is making a resurgence in the communities we serve. To reduce transmission in our college communities, regular testing for faculty and staff who are not vaccinated has been made a requirement by Governor Pritzker via an Executive Order signed on August 26, 2021 (EO 2021-20). IECC recognizes that:

- a) There is a need among our employees to reduce real or perceived barriers to testing.
- b) IECC's sick leave benefits are appropriate for period of normal operation. The pandemic has required many employees to take time to care for themselves or dependents.
- c) The impact of COVID has had a disparate impact on some of our more vulnerable employees (i.e. part-time, those with existing illnesses or unusual life circumstances).

For these reasons, we are requesting a temporary COVID-19 sick pay policy. This policy is temporary and would sunset on May 16, 2022.

I recommend the Board waive the second reading and approve the revisions to Policy 400.25.

RG/sc

Attachment

Human Resources – 400.29

Temporary COVID-19 Sick Pay (400.29)

Effective Date: 01/03/2022

Expiration Date: 05/16/2022 (or upon conclusion of the Pandemic by the WHO, whichever occur first)

Full-time faculty and staff as well as part-time staff will receive up to 5 days (40 hours) of paid COVID-19 sick leave if they test positive for COVID-19 between January 3, 2022 and May 16, 2022. This policy only applies to IECC employees, not to any positive test for family or a dependent of an employee.

To qualify for paid COVID-19 leave, employees must complete the following:

- Provide documentation to Human Resources that they have tested positive for COVID-19. Acceptable documentation includes one of the following:
 - Results from a reputable lab indicating a positive COVID-19 test.
 - Documentation from a Local Health Department indicating a positive COVID-19 test.
 - Documentation from a physician's office or hospital indicating a positive COVID-19 test.
- Send documentation to IECCHR@IECC.EDU or fax to (618) 395-1819 prior to the pay period ending. Not supplying requested information timely could result in loss of COVID-19 sick pay.

Employees are only eligible for this sick leave one time between January 3, 2022 and May 16, 2022 and the time must be used consecutively.

This policy does not replace policy 400.4 for regular sick leave and is non-presidential in all aspects.

Agenda Item #8

Policy Second Reading

Agenda Item #9

Staff Recommendations for Approval

Agenda Item #9A

Facility Use Agreement SIU/ IECC

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: January 18, 2022

RE: Motorcycle Safety Agreement with SIU-Carbondale

Southern Illinois University (SIU) has proposed a continuation of their Motorcycle Rider Program facility use agreement for each of the District's four colleges for 2022.

The Board has approved these agreements in the past and SIU has successfully operated Motorcycle Rider Programs at each college.

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

RG/sc

Attachments

FACILITY USE AGREEMENT

This Agreement is entered into and is effective this 1st day of March, 2022 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the (IECC Campus Name & Location)

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, (IECC Campus Initials) owns property in (IECC Campus Location) suitable for offering the Courses; and

WHEREAS, (Campus Initials) and University agree that offering the Courses at (IECC Campus Initials) would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. (IECC Campus Initials) will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by (IECC Campus Initials), for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000

aggregate coverage. (IECC Campus Initials) shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from (IECC Campus Initials). In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, (IECC Campus Initials) shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of (IECC Campus Initials) as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. (IECC Campus Initials) shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of

cancellation or non-renewal of above described insurance, (IECC Campus Initials) shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless (IECC Campus Initials), its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at (IECC Campus Initials). To the extent permitted by law, (IECC Campus Initials) shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of (IECC Campus Initials), its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to (IECC Campus Initials) for purposes of this Agreement shall be sent to the following:

Dr. Ryan Gower
Illinois Eastern Community Colleges
233 East Chestnut
Olney, IL 62450

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2022, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY
(IECC CAMPUS NAME)

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529

By: _____
Austin A. Lane, Chancellor
Southern Illinois University Carbondale

By: _____
Dr. Ryan Gower
Chancellor
Illinois Eastern Community Colleges

Agenda Item #9B

Affiliation Agreements

- IECC Standard Clinical Agreement (negotiated)- Aperion Care, Bridgeport, IL
- Non-standard Clinical/Non-Clinical Agreements-
Deaconess Women's Hospital, Newburg, IN & Terre Haute Regional Hospital
- IECC Standard Clinical Affiliation Agreement- Ridgeview Health & Rehab

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: January 18, 2022
RE: Affiliation Agreements

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

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

- Aperion Care, Bridgeport, IL - (Term revised to sixty (60) days written notice instead of one (1) school calendar year)

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

- Deaconess Women's Hospital, Newburg, IN
- Terre Haute Regional Hospital

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

- Ridgeview Health & Rehab

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

RG/sc

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
Frontier Community College | Lincoln Trail College | Olney Central College | Wabash Valley College

CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter referred to as DISTRICT #529) and Aperion Care Bridgeport

_____ (hereinafter referred to as AGENCY): of Bridgeport, IL
(city) (state)

_____.

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

This agreement forbids discrimination against any student on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

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

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

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

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

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

9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or

liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

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

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

12. This agreement will remain in effect until July 1, 2024 at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least sixty (60) days' written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their laboratory experience needed for graduation at the AGENCY.

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

Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon requests

**EDUCATION AFFILIATION AGREEMENT BETWEEN
DEACONESS WOMEN’S HOSPITAL OF SOUTHERN INDIANA, LLC
AND
ILLINOIS EASTERN COMMUNITY COLLEGE, DISTRICT #529**

THIS AFFILIATION AGREEMENT (“Agreement”) is made as of the 1st day of January, 2022, (“Commencement Date”) by and between ILLINOIS EASTERN COMMUNITY COLLEGE, DISTRICT #529 (FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE), for its degree and certificate programs (hereinafter referred to as DISTRICT #529) and Deaconess Women’s Hospital of Southern Indiana, LLC, DBA The Women’s Hospital, Newburgh, IN (hereinafter referred to as AGENCY). DISTRICT #529 and AGENCY sometimes hereinafter referred to individually as a “Party” and collectively as “Parties”).

WITNESSETH:

WHEREAS, the AGENCY operates an acute care hospital as well as other healthcare affiliates providing care to women and infants and is willing to make available its facilities to DISTRICT #529 and its students in programs for said educational experience, which will necessarily include the performance of tasks by the students; and

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

WHEREAS, for the mutual benefit of each Party hereto, DISTRICT #529 and AGENCY desire to provide for the training and preparation of Students enrolled in a Program, using for training purposes the facilities and personnel of AGENCY, subject to the terms hereof.

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereto agree as follows:

Section 1. Duration and Review. The term of this Agreement shall be for a two (2) year initial term, commencing on the Commencement Date and concluding on the date that is two (2) years thereafter, and this Agreement shall automatically renew thereafter for additional two (2) year terms until terminated in writing by either party upon ninety (90) days’ prior written notice to the other party. In the event of termination of this Agreement, any Students then currently enrolled in a Program shall be given the opportunity to complete the Program for the then current placement.

Section 2. Mutual Covenants. The Parties mutually agree to the following:

(a) The Students shall at all times be deemed to be students of DISTRICT #529 and in no circumstances shall be deemed as or otherwise permitted to be students, employees, agents, contractors, or affiliates of AGENCY during their participation in the Program. In addition, Students are exempt from and shall have no claim under this Agreement or otherwise against AGENCY for injuries related to workers’ compensation, disability, unemployment insurance benefits or employee benefits of any kind.

(b) AGENCY reserves the right to require DISTRICT #529 to suspend or remove any Student immediately from AGENCY’S premises because of unsatisfactory work or violation of AGENCY’S policies, procedures, standards, facilities, confidentiality requirements or code of ethics; provided, however, that AGENCY may immediately remove from AGENCY’S premises any Student who poses an immediate threat or danger to patients, staff, visitors of the premises or the public or whose immediate removal is in the best interest of patient care and treatment.

(c) DISTRICT #529 will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with DISTRICT #529 (see Exhibit A). DISTRICT #529 will comply with Covid-19 guidelines (see Exhibit B). If applicable, AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. DISTRICT #529 will inform the student of his/her responsibility to provide evidence to AGENCY of any required criminal background checks or immunizations, when requested. Agency shall notify DISTRICT #529 of its requirements of an acceptable criminal background check and required immunizations. University will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to AGENCY's policies and practices, and that the cost of any such test will be paid by the student.

DISTRICT #529 shall be responsible for verification of each applicable requirement by each Student prior to Program participation and shall maintain documentation of compliance by each Student for the duration of the Program. AGENCY shall not be liable in the event a Student who is not immune becomes infected with any diseases as a result of their association with AGENCY.

(d) Each Party hereto shall be responsible for its own acts and omissions and shall not be responsible for the acts or omissions of the other. Therefore, each Party agrees to indemnify and hold the other Party, its officers, directors, servants, agents and employees, as applicable, harmless from and against all claims, actions, liability and expenses (including costs of judgments, settlements, court costs and attorney's fees, regardless of the outcome of such claim or action) arising out of or related to any act or omission of the offending Party or its officers, directors, agents, or employees (including Students) related to the performance of this Agreement, including, but not limited to, personal injury, death, property damage or destruction and breach of patient confidentiality by any Student, employee, agent or servant of DISTRICT #529 and any claims asserted by employees or students of one Party against the other Party for personal injuries sustained or allegedly sustained on the premises while engaged in activities pursuant to this Agreement. Each Party agrees to provide the other Party written notice of any such claim or action within thirty (30) days after receiving notice thereof or after it has knowledge of any other damage, loss or expense incurred by them resulting from the above acts or omissions.

(e) Neither Party will discriminate against any applicant or Student in nomination, selection or training because of religion, sexual orientation, gender, race, creed, disability, national origin, age or any other federal, state or local prohibition.

(f) Each Party shall comply with all federal, state, and municipal laws, rules and regulations which are applicable to the performance of this Agreement.

(g) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from AGENCY.

Section 3. Covenants of DISTRICT #529. Throughout the term hereof, DISTRICT #529 agrees to perform or cause to be performed the following covenants:

(a) Notify AGENCY at least sixty (60) days prior to the beginning of each Program of the number of students it desires to place at AGENCY. AGENCY shall have the right to accept or reject that number based on the current level of staffing in the appropriate discipline.

(b) Direct and maintain primary responsibility for administration of the Program, including, but not limited to, selection and assignment of Students to the Program, curriculum development, grading requirements for matriculation, credits, scheduling and clinical hours and

shall provide general supervision of the Students.

(c) Provide to AGENCY the names and phone numbers of faculty/liaisons or DISTRICT #529 contact person responsible for the general supervision of the Students.

(d) Provide to AGENCY a description of the expected clinical educational experience, including applicable activities and objectives for the Program, roles for the clinical experience, and clinical department assignments.

(e) Prior to Program participation, cause the Students to participate and receive an orientation to AGENCY and, if applicable, the AGENCY department(s) in which the clinical education experience is received.

(f) Provide instruction to the Students on the importance of respecting the confidential and privileged nature of all information which may come to their attention concerning patients and the records of AGENCY and its patients. Such instruction will include warnings that the disclosure of patient medical records and information to any person can result in civil and criminal liability under Title V of the federal Gramm-Leach-Bliley Act, the federal Health Insurance Portability and Accountability Act (HIPAA) and the federal and state laws implementing regulations under such statutes (collectively, the "Privacy Laws"). Patient medical records and other personal information encountered by the Student during the educational experience are protected by such Privacy Laws. Access to patient records and other personal information by the Student is limited to those data necessary for the educational experience and the Program requirements. All protected health information must be held in confidence and any information referenced for educational purposes must be anonymous (unidentifiable as to patient), in compliance with the Privacy Laws and no way traceable to the specific individual. DISTRICT #529 agrees that a Student's breach of Privacy Laws or AGENCY's policies concerning confidentiality shall be grounds for discipline by DISTRICT #529, including dismissal from the Program and/or removal from AGENCY's premises.

(g) Prior to Program participation, cause the Students to become thoroughly familiar with all applicable personnel, policies, procedures, standards, facilities, confidentiality requirements and code of ethics applicable to AGENCY and abide by the same

(h) Inform Students that they are responsible for their own meals, lodging, transportation, uniforms (as applicable), laundry and health insurance for the assignment.

(i) Ensure that each Student has in force a medical insurance policy on themselves during the term of the assignment and provide documentation of the same to AGENCY prior to Program participation.

(j) Require each Student to provide liability insurance coverage for professional malpractice with a limit of one million dollars (\$1,000,000) per occurrence and a limit of three million dollars (\$3,000,000) annual aggregate (unless Student is a qualified provider in the Indiana Patient Compensation Fund, then limits would be in accordance with Indiana Medical Malpractice Act), provided, however, such insurance coverage for each Student in the Program may be provided by the DISTRICT #529's insurance coverage. The parties acknowledge that professional liability insurance may not be required for those Students that will not have patient contact. AGENCY shall make the final determination whether professional liability insurance is necessary for a particular Program. DISTRICT #529 shall provide documentation of the appropriate liability insurance to AGENCY prior to Program participation.

(k) Require each Student to provide the items as set forth in Section 2(c).

Section 4. Covenants of AGENCY. AGENCY agrees to perform or cause to be performed the following covenants through the term hereof:

- (a) Accept Students in the Program for which placement has been mutually reviewed, planned and arranged with DISTRICT #529.
- (b) Provide to the Students and DISTRICT #529 the name and telephone number of the liaison for AGENCY.
- (c) Retain responsibility for health care and related duties and services provided to its patients.
- (d) Make daily (or as necessary to meet mutually acceptable Program goals) assignments for clinical experiences of the Students compatible with Program requirements.
- (e) Maintain a sufficient level of staff employees to carry out regular duties. Students will neither be expected nor permitted to perform services in lieu of staff employees.
- (f) Comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the Educational Entity's Students and AGENCY's provision of services pursuant to this Agreement.
- (g) AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. AGENCY shall provide necessary emergency care, at students' expense, to the students while such students are participating in the clinical education experience provided for herein. The Women's Hospital is a specialty hospital and does not have a general emergency department. Any emergency care required outside of the scope of care provided at the hospital will be referred or transferred to Deaconess Gateway ED for a higher level of care.

Section 5. Miscellaneous.

- (a) This Agreement shall be interpreted, governed and construed according to the laws of the State of Indiana.
- (b) Neither Party hereto shall assign its rights or delegate its duties to any other person or entity without the prior written consent of the other Party hereto.
- (c) This Agreement is intended to be formed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, the remainder of the Agreement and the application of such provision to the other party or circumstance shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- (d) This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and it is understood and agreed that all undertakings and agreements heretofore between the Parties with respect to the subject matter of this Agreement are merged herein. The provisions herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns. This Agreement may only be modified by a subsequent written agreement executed by all Parties hereto.
- (e) All terms and conditions of this Agreement that would, by their nature, survive the expiration or termination of this Agreement, shall so survive.
- (f) All notices hereunder shall be in writing and mailed to each Party at the following address:

DISTRICT #529

Illinois Eastern Community College District 529
233 East Chestnut Street
Olney, IL 62450
Attn: Alyssa Maglone

AGENCY

The Women's Hospital
4199 Gateway Blvd.
Newburgh, IN 47630
Attn: Chris Ryan

(g) It is understood and agreed that this Agreement is not intended and shall not be construed or deemed to create or confer any right or benefit to any person not a party hereto. The relationship between DISTRICT #529 and AGENCY shall be considered as one between independent contractors and not as a joint venture or partnership.

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

THE WOMEN'S HOSPITAL

By: _____
Date

Printed: _____

Title: _____

ILLINOIUS EASTERN COMMUNITY COLLEGES DISTRICT #529

By: _____
Date

Printed: _____

Title: _____

**THE WOMEN'S HOSPITAL
AFFILIATION AGREEMENT
EXHIBIT A**

SUPERVISED CLINICAL PRACTICE AGREEMENT

DISTRICT #529 agrees that:

1. Each student will undergo a criminal history check prior to the first semester of clinical experience.
2. Each student will undergo a drug test prior to the first semester of clinical experience.
3. Each student name will be reviewed against the nationwide sexual offender index, the Office of Inspector General list of excluded individuals/entities and General Services Administration excluded parties list.
4. Each student will be in good health, have current immunizations, have no communicable diseases prior to first semester of clinical experience and provide copies of health records upon request. Immunizations include MMR, TB within previous 12 months (for positive test, documentation of

follow-up for latent TB infection as well as negative chest x-ray within past 6 months). varicella immunization or medical documentation of past history of illness, T-dap within past 10 years, influenza vaccine or if unable to take vaccine, must have PCP documentation of medical exemption due to a medical contraindication and Hepatitis B vaccine series is encouraged but not required.

Covid-19 Guidelines for Health Professions Students
The Women's Hospital
Exhibit B

For the safety of our patients, employees, contracted staff and volunteers, and to comply with the Covid-19 related federal mandates including the OSHA Emergency Temporary Standards (ETS) order, the following is required of all students that enter The Women's Hospital facilities.

Covid-19 Mandates

All those entering The Women's Hospital facilities must:

- Be screened at entry point
- Practice social distancing when possible
- Report symptoms and exposures to school and follow appropriate steps
- Not come into the facility if symptomatic for Covid-19, on a quarantine, or awaiting Covid-19 testing results
- Receive 1st vaccine by **December 6th, 2021** and second vaccine by **January 4th, 2022** (or approved for medical or religious exemption through school's formal, documented process by **December 6th, 2021**)
- Comply with weekly testing requirements for those with exemptions (the unvaccinated)

Vaccinations & Reporting

- Communicate the requirements with your students
- Track, verify and maintain vaccination records for your students
- Establish a process for exemptions and the mandated weekly testing and reporting
- Provide written proof of vaccine or exemption and/or weekly testing to The Women's Hospital
- Provide a current list of students entering The Women's Hospital facility and vaccination status using the template provided
 - Report current list by **December 6, 2021 (to include 1st Covid-19 vaccine)**
Send the list to TWH Infection Prevention-Emp Health@deaconess.com
 - See **Attachment 3** for current list reporting template
- Monthly, report student status
 - By **5th of each month** to TWH Infection Prevention-Emp Health@deaconess.com
 - Report the numbers for students that had a clinical experience in The Women's Hospital facilities anytime during *the last full week of the previous month*
 - See **Attachment 4** for monthly reporting template

Additional Requirements

- Students follow the facility policy on universal masking and eye protection. Eye protection is recommended while providing direct patient care. Makrite masks and eye protection are required when a laboring patient is pushing and during delivery. The hospital will provide a Makrite mask for students. Students must have a respirator questionnaire on file with Infection Prevention prior to wearing this mask.

- Students do not provide direct patient care for patients that are Covid positive or pending Covid test results.
- Due to Personal Protective Equipment (PPE) conservation strategies in place, students are not permitted to care for patients in isolation requiring PPE other than a procedure mask, eye protection and gloves.
- OB Emergency Department - Clinical in the OB Emergency Department are limited to patients not requiring isolation. Students will not enter the room until physician and nursing have determined that the patient is not a PUI.
- Clinical experiences in Surgery are limited to non-aerosol generating procedures that do not require an N95 mask. Nonessential personnel must step out of the room or be greater than 6 feet from patient during intubation, extubation, and any aerosol-generating procedures.
- Clinical experiences for Respiratory Therapy and Paramedic/EMT students include aerosol-generating airway procedures in order to meet the requirements of their program. They must wear properly fit-tested respiratory protection (i.e. N95, N100 masks) during these procedures.
- Nonessential personnel must step out of the patient room for all patients during any aerosol-generating procedures, including breathing treatments.
- Hospitals and school leaders will re-evaluate the current situation regularly to communicate needed adjustments.
- If clinical sites are limited, students who are graduating at the end of the current semester are prioritized for placement.
- Sudden critical increases in the number of Covid patients in the hospital may result in immediate interruption and/or postponement of clinicals.

We value our partnership and look forward to working together to keep everyone in our facility as safe as possible from viral exposure.

SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AFFILIATION AGREEMENT (this "Agreement") is made as of _____, 20____ (the "Effective Date") by and between Illinois Eastern Community College, District #529, Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College ("School") and Terre Haute Regional Hospital, L.P. ("Hospital"). School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, School enrolls students in an accredited degree program in the field of clinical health certificate or degree (the "Degree Program");

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical hospital located at Terre Haute Regional Hospital, 3901 South Seventh Street, Terre Haute, IN 47802 (the "Facility");

WHEREAS, School desires to provide to students enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

WHEREAS, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

- (a) **Clinical Program.** School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:
 - (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
 - (ii) advise each Program Participant (defined below) to attend training and orientation with respect to applicable Hospital policies and procedures prior to the commencement of each Clinical Program rotation during the Term (each a "Rotation");
 - (iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;
 - (iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;
 - (v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;
 - (vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;
 - (vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;
 - (viii) require Participating Students to arrive early for each scheduled Rotation, except when a Participating Student is ill or attending to a personal emergency;
 - (ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
 - (x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;
 - (xi) participate and require Program Participants to participate in Hospital training as

- determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.
- (b) **Responsibility.**
- (i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program, for educating and supervising Participating Students and for evaluating Participating Students' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.
- (iii) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.
- (c) **Compliance with Program Requirements.** School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.
- (d) **Dress Code.** School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.
- (e) **Use of the Facility.** School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.
- (f) **Records.** School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.
- (g) **Program Participants.** School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B prior to each non-consecutive Rotation.
- (i) **Liability Insurance.** School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond any waiver explicitly stated in state statutes.

- (j) **Health of Program Participants.** School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, the Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

School will ensure that each Participating Student furnishes to Hospital prior to each non-consecutive Rotation a complete copy of the following health records (Participating Students will not be allowed to access the Facility until all records are provided):

- (i) Tuberculin skin test performed within the past twelve (12) months or documentation as a previous positive reactor;
 - (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
 - (iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;
 - (iv) Proof of Influenza vaccination during the flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form; and
 - (v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
- (k) **Performance.** All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- (l) **Background Checks.**
- (i) School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a background check acceptable to Hospital, including, at a minimum, the following:
 - A. Social Security Number Verification;
 - B. Criminal Search (7 years or up to 5 criminal searches);
 - C. Violent Sex Offender and Predator Registry Search;
 - D. HHS/OIG List of Excluded Individuals;

- E. GSA List of Parties Excluded from Federal Programs;
 - F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
 - G. Applicable State Exclusion List, if available.
- (ii) Background Checks for Program Faculty, if School provides Faculty on site, who will be treating patients in the Facility shall include all of the above, and the following:
- A. Education verification (highest level);
 - B. Professional license verification;
 - C. Certifications & Designations check;
 - D. Professional Disciplinary Action search;
 - E. Department of Motor Vehicle Driving History, based on responsibilities; and
 - F. Consumer Credit Report, based on responsibilities.
- (iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to each non-consecutive Rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program. School further agrees to an annual compliance audit of background checks, if requested by Hospital and approved by any Program Participant pursuant to the Fair Credit Reporting Act (FCRA).
- (m) **Drug Testing.** School will ensure that each Program Participant obtains prior to each non-consecutive Rotation a drug test acceptable to Hospital, including, at a minimum, the following:
- (i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.
 - (ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage. Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.
- (n) **Student Documentation.** School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)- (m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.
- (o) **Access to Resources.** The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.
2. **RESPONSIBILITIES OF HOSPITAL.**
- (a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.

- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.
 - (c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
 - (d) To the extent Hospital generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Hospital will comply with applicable FERPA requirements. For purposes of this Agreement, School shall designate Hospital as a school official with a legitimate educational interest in the educational records of Participating Students to the extent that access to School's records is required by Hospital to carry out the Clinical Program.
 - (e) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.
 - (f) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
 - (g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.
 - (h) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.
 - (i) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
 - (j) Hospital shall provide student security badges or other means of secure access to Facility patient care areas.
 - (k) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.
 - (l) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.
 - (m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.
3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:
- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program

- Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
 - (c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
 - (d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
 - (e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
 - (f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.
 - (g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. **FEES.** All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

- (a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right

or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

- (b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and Hospital's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of School or any of its Program Participants, agents, representatives or employees in connection with 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.

9. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful affects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

10. **TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue for two (2) years unless terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

11. **REPRESENTATIONS AND WARRANTIES.**

- (a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:
 - (i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may

result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and

(ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).

(b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. **TRAVEL EXPENSES.** No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and documented in accordance with applicable Hospital travel and expense policies.

13. **USE OF NAME OR LOGO.** School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

14. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which Hospital is located. Venue for all disputes arising in connection with this Agreement will be in the federal or state courts with jurisdiction for the area where the Hospital is located.

19. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Terre Haute Regional Hospital
3901 South Seventh Street
Terre Haute, IN 47802
Attention: Chief Executive Officer

Copy to: HCA Legal Department
Attention: Operations Counsel
One Park Plaza, Bldg. 1, 2-West
Nashville, TN 37203

If to School: Illinois Eastern Community College District 529
Attention: Alyssa Maglone, Assistant Dean
233 East Chestnut Street
Olney, IL 62450
Attention: Associate Dean of Student Affairs

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. **NO PAYMENTS.** Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. **EQUITABLE REMEDIES.** School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

WHEREFORE, authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

SCHOOL

By: _____

Title: _____

Date: _____

HOSPITAL

Terre Haute Regional Hospital

By: _____

Nathan Vooy

Title: Chief Executive Officer

Date: _____

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Terre Haute Regional Hospital, L.P. ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: _____ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian
If Program Participant is under 18 / Print Name

Date

Exhibit B

Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the “Company”) for which I am a Workforce Member (my “Engagement”) manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information (“Patient Information”). “Workforce Member” means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients’ information, “Confidential Information”). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company’s policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company’s intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the “Agreement”) at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company’s sole discretion in accordance with its policies.

Patient Information

4. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (e.g., the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company’s intranet).
5. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.

6. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

Protecting Confidential Information

7. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
8. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
9. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
10. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
11. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
12. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
13. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

Using Mobile Devices, Portable Devices and Removable Media

14. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
15. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

Doing My Part – Personal Security

16. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
17. I will not attempt to bypass Company security controls.
18. I understand that I will be assigned a unique identifier (*i.e.*, 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.
19. In connection with my Engagement, I will never:
 - a. disclose or share user credentials (*e.g.*, password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
 - b. use another individual's, or allow another individual to use my, user credentials (*e.g.*, 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
 - c. allow a non-authorized individual to access a secured area (*e.g.*, hold the door open, share badge or door lock codes, and/or prop the door open);
 - d. use tools or techniques to break, circumvent or exploit security measures;
 - e. connect unauthorized systems or devices to the Company network; or
 - f. use software that has not been licensed and approved by the Company.
20. I will practice good workstation security measures such as locking up media when not in use, using screen

savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.

21. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
 - a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
 - b. I suspect media with Confidential Information has been lost or stolen;
 - c. I suspect a virus or malware infection on any system;
 - d. I become aware of any activity that violates this Agreement or any Company privacy or security policies;
or
 - e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

Upon Separation

22. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
23. At the end of my Engagement with the Company for any reason, I will immediately:
 - a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (*e.g.*, smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
 - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

24. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").
25. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."
26. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.
27. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.
28. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature:	Date:
Printed Name:	3/4 ID:

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of _____ [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to _____ [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

- _____ verifies the Subject's Social Security Number;
- _____ does not reveal any criminal activity;
- _____ confirms the individual is not on either the GSA or OIG exclusion lists;
- _____ confirms the individual is not on a State exclusion list, if any;
- _____ confirms the individual is not listed as a violent sexual offender;
- _____ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
- _____ no other aspect of the investigation required by Hospital reveals information of concern

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

Signature

Printed Name

[Name of Organization]

Date: _____

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

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

CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter referred to as DISTRICT #529) and _____

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

and final decisions for patient care assigned to students.

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

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

This agreement forbids discrimination against any student on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

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

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

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

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

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

21. 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.

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

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

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

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

Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon requests.

Agenda Item #10

Bid Committee Report

BID COMMITTEE REPORT

January 18, 2022

Frontier Community College

1. Solar Array

TO: Board of Trustees

FROM: Bid Committee

DATE: January 18, 2022

RE: Solar Array for FCC

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

The Bid Committee recommends acceptance of the bid received from Overturf Electric for a total of \$125,000.

Company	Bid
Overturf Electric West Frankfort, IL	\$125,000

Respectfully submitted,
Ryan Gower
Ryan Hawkins
Renee Smith

Department: Frontier Community College.

Source of Funds: IGEN Grant.

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

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



**ILLINOIS EASTERN
COMMUNITY COLLEGES**

233 East Chestnut Street Olney, Illinois 62450-2298 618-393-2982 FAX 618-392-4816

INVITATION TO BID

FROM: Ryan Hawkins

DATE: December 3, 2021

RE: Bidding - Design & Installation of Solar Project for Frontier Community College

You are invited to submit a bid for the installation of a solar project for Frontier Community College. Specifications are included as Exhibit A. Any questions concerning this bid request should be directed to Project Manager, Michelle Knox, at 217.825.4206 or by email to michelle@windsolarusa.com.

Bids must be marked "Frontier Community College Solar Project Sealed Bid" and be received no later than 1 PM on January 4, 2022, at the office of Ryan Gower, at which time there will be a public bid opening held. The office address is:

Ryan Gower
Illinois Eastern Community Colleges
233 E. Chestnut Street
Olney, IL 62450

Electronic/facsimile bids will not be accepted for this project.

A mandatory pre-bid meeting will be held at 10 AM on Friday, December 10th at Frontier Community College, behind the Workforce Development Center, 2 Frontier Drive, Fairfield, IL. Those unable to attend in person may contact the Project Manager to obtain a Zoom link for the Q&A session that will be held at the start of the meeting.

No decision will be reached until the monthly meeting of the Board of Trustees, which will be held **January 18, 2022**.

The Board of Trustees, Illinois Eastern Community Colleges and/or their designated Project Manager, Michelle Knox, reserves the right to waive any technicalities or irregularities and to reject any or all proposals.

Illinois Eastern Community Colleges will award bids based upon the lowest responsible bidder considering conformity with specifications, terms of delivery, quality, and serviceability.

If any additional materials or services other than those specified are offered, they should be listed as an attachment to the bid.

Illinois Eastern Community Colleges does not discriminate on the basis of race, color, religion, sex, age, disability, or national origin.

Illinois Eastern Community Colleges will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575). Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Department of Central Management Services (CMS), Business Enterprise Program (BEP) to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award. Go to (<http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx>) for complete requirements for BEP certification.

Prevailing Wages:

Illinois Eastern Community Colleges is a unit of local government, and as such, any contract for public works is subject to the Illinois Prevailing Wage Act. The Prevailing Wage Act regulates wages of laborers, mechanics, and other workers employed under contract for public work. It is the vendor's responsibility to bid all work pursuant to laws and regulations outlined in the Illinois Prevailing Wage Act.

Suspension & Debarment:

Illinois Eastern Community Colleges is a non-federal entity subject to 2 CFR 200.213. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Attachment

Frontier Community College Solar RFP Table of Contents

RFP Information/Bid Submittal Form
Pages 4-6

Exhibit A- List of Products to Be Quoted/Product Specification Sheets
Pages 7-15

Exhibit B- Design/Layout/Structural Engineering Documents for Ground Mount Arrays
Pages 16-47

Exhibit C- Electrical Engineering Plan Set/Supporting Documents
Pages 48-53

REQUEST FOR PROPOSAL
ILLINOIS EASTERN COMMUNITY COLLEGES

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the design and installation of a solar project for Frontier Community College shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL 62450 until 1 PM, local time, on Tuesday, January 4, 2022, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of six (6) weeks from the bid date.

METHOD OF BIDDING

Unit Costs Bids will be received for the following:

- Interconnection and net metering application work with Wayne-White Electric Co-Op. Stated fees for proper interconnection and net metering shall be included as part of overall bid.
- Pile driven ground mount installation totaling 45kW DC/40kW AC 120/240V single phase.
- Web-based solar monitoring capabilities shall be provided as part of installation.
- Turn-key installation of rack, solar modules, inverters/optimizers, metering equipment, and necessary electrical wiring per NEC requirements. All products that are to be quoted are listed in Attachment A along with the applicable specification sheets for said products.
- This project WILL NOT be considered for participation in the Illinois Shines Solar Renewable Energy Credits program.

Bids should include all items bid as one contract price.

PREPARATION OF BIDS

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

METHOD OF BID EVALUATION

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

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

SHIPPING & HANDLING

All freight and delivery must be included in bid.

SPECIAL PROVISIONS

Funds are being provided by the Illinois Green Economy Network through a sub-award of the Renewable Energy Resources Trust Fund through the Illinois Environmental Protection Agency.

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

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

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

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

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

Each bidder shall submit in their submittal package a Certificate of Commercial General Liability Insurance, listing Frontier Community College as an additional insured, and showing a minimum of \$1,000,000 of liability coverage.

Each bidder shall submit a copy of the IL DG Certification verifying they are certified to interconnect solar installations in the state of IL.

Specifications for Design & Installation of Solar Project for Frontier Community College

FRONTIER COMMUNITY COLLEGE SOLAR PROJECT

- Interconnection and net metering application work with Wayne-White Electric Co-Op. Stated fees for proper interconnection and net metering shall be included as part of the overall bid.
- 45kW DC ground mount installation/40kW AC with products listed in Exhibit A. Panels shall be 400-watt capacity as base bid.
- Web-based solar monitoring capabilities shall be provided as part of installation.
- Turn-key installation of pile-driven ground mount rack, solar modules, inverters/optimizers, metering equipment, and necessary electrical wiring per NEC requirements.
- This project WILL NOT be considered for participation in the Illinois Shines solar Renewable Energy Credits program.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL AND DELIVERED TO FRONTIER COMMUNITY COLLEGE, 2 FRONTIER DR, FAIRFIELD, ILLINOIS 62837. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

TOTAL BID \$ _____

APPROX. DELIVERY DATE _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

Frontier Community College is an Equal Opportunity Institution. All persons are encouraged to apply. For more information, contact the Office of Human Resources at (618) 231-2200.

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

Certificate of insurance verifying \$1,000,000 of liability coverage with Frontier Community College listed as Additional Insured is required.

IL DG Installer Certification documentation required.

Frontier Community College

Product Listing for RFP Submittal

LN	QTY	MFR	CATALOG #/DESCRIPTION	
01	100	LGSOL	LG450N2W-E6	450W HALF CELL SLV/WHT 144C
02	100	SOLED	P505	OPTIMIZER 505W/83V
03	4	SOLED	SE10000H-US000BNU4	10.0KW HD-WAVE 1-PHASE SCREENLESS
04	4	SOLED	CELL-B-R05-US-S-S2	CELLMODEM 5YR SETAPP
05	32	UNIRC	411166M	DGFT 166" RAIL MILL
06	16	UNIRC	411246M	RAIL 246" DGFT MILL (66)
07	32	UNIRC	404014	SPLICE DGFT (100)
08	190	UNIRC	302030M	SM PRO MID CLAMP MIL
09	36	UNIRC	302035M	SM PRO UNIVERSAL END W/CAP
10	22	UNIRC	404002	GFT C-PILE - 180"
11	22	UNIRC	404036	GFT TOP CHORD CHANNEL 20/30 LS
12	22	UNIRC	404032	GFT DIAGONAL BRACE ASSEMBLY 30D
13	22	UNIRC	404013	HRDWR KIT DGFT (100)
14	53	UNIRC	404015	WIRE MGMT CLIP DGFT (100)
15	100	UNIRC	008114M	MLPE MOUNT ASSY
16	400	HEYCO	S6405	S6405 SUNRUNNER CLIP (100/BAG)
17	4	UNIRC	008002S	WEEB GROUNDING LUG #1
18	32	UNIRC	GFT-CAP	GFT CAP

Agenda Item #11

District Finance

A. Financial Report

B. Approval of Financial Obligations

TREASURER'S REPORT	
December 31, 2021	
FUND	BALANCE
Educational	\$ 10,356,878.90
Operations & Maintenance	2,173,082.93
Operations & Maintenance (Restricted)	2,487,055.64
Bond & Interest	130,401.60
Auxiliary	1,741,528.28
Restricted Purposes	(246,602.84)
Working Cash	966,937.35
Trust & Agency	518,321.05
Audit	9,536.82
Liability, Protection & Settlement	917,132.47
TOTAL ALL FUNDS	<u>\$ 19,054,272.20</u>
Respectfully submitted,	
Ryan Hawkins, Treasurer	

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

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 10,372,179	\$ 2,173,083	\$ 2,487,056	\$ 130,402	\$ 1,762,028	\$ (246,603)
Investments	-	1,501,771	-	-	5,330,811	-
Accounts Receivable	1,570,238	286,737	-	-	317,884	-
Other Receivables	854,261	-	1	-	-	253,137
Restricted Cash	-	-	4,012,361	-	-	-
Inventory	-	-	-	-	749,825	-
Other Assets	-	-	-	-	-	484,144
Due From Other Funds	-	-	-	-	-	-
Total Assets	\$ 12,796,678	\$ 3,961,591	\$ 6,499,418	\$ 130,402	\$ 8,160,548	\$ 490,678
LIABILITIES						
Accounts Payable	\$ (2,742)	\$ 49,158	\$ 4,500	\$ -	\$ (6,238)	\$ -
Accrued Payroll Liabilities	(20,815)	-	-	-	-	-
Other Accrued Liabilities	34,153	-	36,665	-	50,928	-
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	10,596	49,158	41,165	-	44,690	-
FUND BALANCES						
Non-Spendable	-	-	-	-	749,825	-
Restricted						
Board Designated	10,782,592	1,470,706	-	-	-	-
Other Purposes	-	2,441,727	6,458,253	130,402	-	490,678
Unassigned	2,003,490	-	-	-	7,366,033	-
Total Fund Balances	12,786,082	3,912,433	6,458,253	130,402	8,115,858	490,678
Total Liabilities and Fund Balances	\$ 12,796,678	\$ 3,961,591	\$ 6,499,418	\$ 130,402	\$ 8,160,548	\$ 490,678

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

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 966,937	\$ 518,321	\$ 9,537	\$ 917,132	\$ 19,090,072
Investments	5,399,269	-	-	-	12,231,851
Accounts Receivable	-	-	-	-	2,174,859
Other Receivables	-	68,850	-	-	1,176,249
Restricted Cash	-	-	-	-	4,012,361
Inventory	-	-	-	-	749,825
Other Assets	-	-	-	-	484,144
Due From Other Funds	-	-	-	-	-
Total Assets	\$ 6,366,206	\$ 587,171	\$ 9,537	\$ 917,132	\$ 39,919,361
LIABILITIES					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 44,678
Accrued Payroll Liabilities	-	-	-	-	(20,815)
Other Accrued Liabilities	-	356	-	-	122,102
Due to Other Funds	-	-	-	-	-
Total Liabilities	-	356	-	-	145,965
FUND BALANCES					
Non-Spendable	6,325,000				7,074,825
Restricted					-
Board Designated	-	-	-	-	12,253,298
Other Purposes	41,206	-	9,537	917,132	10,488,935
Unassigned	-	586,815	-	-	9,956,338
Total Fund Balances	6,366,206	586,815	9,537	917,132	39,773,396
Total Liabilities and Fund Balances	\$ 6,366,206	\$ 587,171	\$ 9,537	\$ 917,132	\$ 39,919,361

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

		Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund					
REVENUES												
Property Taxes	\$	2,342,903	\$	1,004,142	\$	76,448	\$	1,389,489	\$	-	\$	-
Replacement Taxes		200,789		200,789		-		-		-		-
ICCB Grants		5,253,987		-		-		-		-		179,111
Federal Grants		-		-		-		-		-		7,355,933
Tuition & Fees		9,182,361		854,295		-		-		285,355		-
Charges for Services		-		-		-		-		1,381,863		-
Interest		45,438		10,018		21,593		4,580		13,816		8,646
Other Revenues		93,700		16,134		-		-		70,282		28,237
Total Revenues		17,119,178		2,085,378		98,041		1,394,069		1,751,316		7,571,927
EXPENDITURES												
Payroll		6,600,247		448,944		-		-		858,009		893,654
Benefits		963,533		98,414		-		-		84,592		190,586
Contractual Services		546,410		231,036		74,368		-		168,626		139,833
Supplies		1,170,876		148,001		2,133		-		1,113,808		219,681
Travel		86,140		-		39		-		114,266		31,229
Fixed		22,025		8,411		-		1,745,153		136,347		132,324
Utilities		22,111		451,426		-		-		325		-
Capital Outlay		420,909		112,628		261,585		-		25,175		325,440
Other		62,711		-		-		-		103,207		806,588
Scholarships, Student Grants, & Waivers		3,323,973		-		-		-		186,009		4,878,148
Total Expenditures		13,218,935		1,498,860		338,125		1,745,153		2,790,364		7,617,483
Excess (Deficiency) of Revenues Over (Under) Expenditures		3,900,243		586,518		(240,084)		(351,084)		(1,039,048)		(45,556)
TRANSFERS												
Net Transfers		(1,327,761)		-		-		-		1,327,761		-
Total Transfers		(1,327,761)		-		-		-		1,327,761		-
Net Change in Fund Balance		2,572,482		586,518		(240,084)		(351,084)		288,713		(45,556)
Fund Balance - Beginning		10,213,600		3,325,915		6,698,337		481,486		7,827,145		536,234
Fund Balance - Ending	\$	12,786,082	\$	3,912,433	\$	6,458,253	\$	130,402	\$	8,115,858	\$	490,678

Illinois Eastern Community Colleges							
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)							
For the Period Ended December 31, 2021							
		Working Cash	Trust & Agency	Audit Fund	Liability,		
		Fund	Fund		Protection and		Total Funds
					Settlement Fund		
REVENUES							
	Property Taxes	\$ -	\$ -	\$ 62,411	\$ 818,106		\$ 5,693,499
	Replacement Taxes	-	-	-	-		401,578
	ICCB Grants	-	-	-	-		5,433,098
	Federal Grants	-	-	-	-		7,355,933
	Tuition & Fees	-	-	-	-		10,322,011
	Charges for Services	-	30,018	-	-		1,411,881
	Interest	32,508	2,348	57	3,200		142,204
	Other Revenues	-	408,251	-	-		616,604
	Total Revenues	32,508	440,617	62,468	821,306		31,376,808
EXPENDITURES							
	Payroll	-	-	-	-		8,800,854
	Benefits	-	-	-	108,776		1,445,901
	Contractual Services	-	7,533	40,900	81,421		1,290,127
	Supplies	-	3,345	-	-		2,657,844
	Travel	-	1,380	-	-		233,054
	Fixed	-	-	-	323,423		2,367,683
	Utilities	-	-	-	-		473,862
	Capital Outlay	-	-	-	-		1,145,737
	Other	-	-	-	-		972,506
	Scholarships, Student Grants, & Waivers	-	295,890	-	-		8,684,020
	Total Expenditures	-	308,148	40,900	513,620		28,071,588
	Excess (Deficiency) of Revenues Over (Under) Expenditures	32,508	132,469	21,568	307,686		3,305,220
TRANSFERS							
	Net Transfers	-	-	-	-		-
	Total Transfers	-	-	-	-		-
	Net Change in Fund Balance	32,508	132,469	21,568	307,686		3,305,220
	Fund Balance - Beginning	6,333,698	454,346	(12,031)	609,446		36,468,176
	Fund Balance - Ending	\$ 6,366,206	\$ 586,815	\$ 9,537	\$ 917,132		\$ 39,773,396

ILLINOIS EASTERN COMMUNITY COLLEGES			
Comparative Combined Balance Sheets - All Funds			
December 31, 2021			
		ALL FUNDS	
		Fiscal	Fiscal
		Year	Year
		2022	2021
ASSETS:			
CASH	\$	19,103,828	\$ 18,576,005
IMPREST FUND		21,300	21,300
CHECK CLEARING		14,500	14,500
CDB PROJECT TRUST		4,012,361	3,785,816
INVESTMENTS		12,231,851	12,229,314
RECEIVABLES		3,332,099	3,458,449
ACCRUED REVENUE		-	-
INVENTORY		749,825	587,885
OTHER ASSETS		484,144	480,642
FIXED ASSETS (Net of Depr)		17,342,057	16,314,880
TOTAL ASSETS AND OTHER DEBITS:		\$ 57,291,965	\$ 55,468,791
LIABILITIES:			
PAYROLL DEDUCTIONS PAYABLE	\$	(20,815)	\$ -
ACCOUNTS PAYABLE		8,999	202,519
DEFERRED REVENUE		87,069	114,150
L-T DEBT GROUP (FUND 9)		6,181,062	7,742,985
OPEB (Prior Year Restated for GASB 75 Implementation)		15,176,595	15,855,669
OTHER LIABILITIES		-	-
TOTAL LIABILITIES:		21,432,910	23,915,323
FUND BALANCES:			
FUND BALANCE		28,503,346	29,361,744
INVESTMENT IN PLANT (Net of Depr)		17,342,057	16,314,880
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)		(21,357,657)	(23,598,654)
RESERVE FOR ENCUMBRANCES		11,371,309	9,475,498
TOTAL EQUITY AND OTHER CREDITS		35,859,055	31,553,468
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS		\$ 57,291,965	\$ 55,468,791

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

College	Category	FISCAL YEAR 2020			FISCAL YEAR 2021			FISCAL YEAR 2022			% of Year
		Budget	Spent Thru December	% of Budget	Budget	Spent Thru December	% of Budget	Budget	Spent Thru December	% of Budget	
Frontier	Bills		\$ 407,040			\$ 268,442			\$ 273,110		
	Payroll		1,011,493			920,873			904,778		
	Waivers		638,719			566,751			523,493		
	Totals	\$ 4,370,599	2,057,252	29%	\$ 3,899,789	1,756,066	45%	\$ 3,688,586	1,701,381	46%	50%
Lincoln Trail	Bills		524,300			\$ 497,382			\$ 471,748		
	Payroll		1,076,594			1,080,991			1,104,975		
	Waivers		772,527			879,355			714,155		
	Totals	\$ 5,365,117	2,373,421	27%	\$ 4,943,901	2,457,728	50%	\$ 4,977,953	2,290,878	46%	50%
Olney Central	Bills		796,304			\$ 641,775			\$ 692,577		
	Payroll		2,201,587			2,007,270			1,995,205		
	Waivers		630,690			661,345			539,045		
	Totals	\$ 7,669,580	3,628,581	29%	\$ 7,047,772	3,310,390	47%	\$ 7,367,058	3,226,827	44%	50%
Wabash Valley	Bills		753,840			\$ 549,189			\$ 534,294		
	Payroll		1,483,006			1,414,079			1,453,204		
	Waivers		1,249,404			1,015,879			1,021,842		
	Totals	\$ 6,449,215	3,486,250	34%	\$ 5,988,433	2,979,147	50%	\$ 5,775,220	3,009,340	52%	50%
Workforce Educ.	Bills		120,788			\$ 84,273			\$ 110,797		
	Payroll		465,161			387,491			369,401		
	Waivers		1,070,875			453,438			392,204		
	Totals	\$ 4,396,670	1,656,824	8%	\$ 3,349,386	925,202	28%	\$ 3,378,641	872,402	26%	50%
District Office	Bills		153,716			\$ 118,013			\$ 242,442		
	Payroll		526,862			471,416			623,542		
	Waivers		-			-			-		
	Totals	\$ 1,551,484	680,578	26%	\$ 1,410,117	589,429	42%	\$ 1,991,105	865,984	43%	50%
District Wide	Bills		1,137,820			\$ 911,210			\$ 2,019,176		
	Payroll		444,093			381,993			598,086		
	Waivers		158,545			109,898			133,234		
	Totals	\$ 3,107,121	1,740,458	34%	\$ 3,576,315	1,403,101	39%	\$ 7,148,722	2,750,496	38%	50%
GRAND TOTALS		\$32,909,786	\$ 15,623,364	47%	\$ 30,215,713	\$ 13,421,063	44%	\$34,327,285	\$ 14,717,308	43%	50%

ILLINOIS EASTERN COMMUNITY COLLEGES

Operating Funds Expense Report

December 31, 2021

	FY 2022		FY 2021		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	\$ 7,049,191	47.90%	6,664,113	49.65%	\$ 385,078	5.778%
Employee Benefits	1,061,947	7.22%	1,031,798	7.69%	30,149	2.922%
Contractual Services	777,446	5.28%	497,591	3.71%	279,855	56.242%
Materials	1,318,877	8.96%	728,213	5.43%	590,664	81.111%
Travel & Staff Development	86,126	0.59%	35,305	0.26%	50,821	143.948%
Fixed Charges	30,436	0.21%	121,606	0.91%	(91,170)	-74.972%
Utilities	473,065	3.21%	462,322	3.44%	10,743	2.324%
Capital Outlay	533,537	3.63%	93,205	0.69%	440,332	472.434%
Other	3,386,683	23.01%	3,786,910	28.22%	(400,227)	-10.569%
	<u>\$ 14,717,308</u>	<u>100.00%</u>	<u>\$ 13,421,063</u>	<u>100.00%</u>	<u>\$ 1,296,245</u>	<u>9.658%</u>

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

A. Written Executive Session Minutes

B. Audio Executive Session Minutes

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: January 18, 2022
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the January Personnel Report. Additional information for items 400.1 and 400.02 have been sent under separate cover.

INDEX

400.1. Employment of Personnel

400.2. Resignation Ratification

PERSONNEL REPORT

400.1. Employment of Personnel

A. Administrative

1. Alani Frederick, Associate Dean of Allied Health, OCC, effective February 28, 2022.

B. Professional, Non-Faculty, Exempt, Temporary Contractual

1. Nicholas Knapp, Construction Project Manager, DO, effective February 21, 2022.

C. Professional, Non-Faculty, Exempt

1. Derek Dunn, Educational Technology Specialist, Title III, FCC, effective January 24, 2022.

400.2. Resignation Ratification

A. Professional, Non-Faculty, Exempt

1. Blake Ordell, Head Men's and Women's Soccer Coach, LTC, effective January 22, 2022.

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment

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

	Funding Source	Estimated Budget								
Student Center - WVC	CDB	\$4,029,400	=====							
Temp Building Replacement - LTC	CDB	\$1,495,500	=====							
Center for Technology - LTC	CDB	\$11,160,000	=====							
Applied Arts Building Roof - WVC	CDB	\$295,000	=====							
Applied Technology Center - OCC	CDB	\$3,076,400	=====							
Power Hub - WVC	CDB	\$300,000	=====							
Parking Lot Resurfacing	CDB	\$918,392	=====							
LTC - Performing Arts Building	Local	\$853,800	=====							
DW - HVAC Replacements	PHS	\$1,786,230	=====							
WVC - Pool Infill	PHS	\$285,500	=====							
WVC - Pool Infill Phase 2	PHS	\$232,200	=====							
FCC - Mason Hall Classroom Remodel	Title III	\$239,900	=====							
LTC - Crawford County Recreational Center	Local	\$3,733,000	=====							
GRAND TOTAL		\$27,640,859	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted