

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**May 21, 2019**



**Location:**

**Olney Central College  
305 North West Street  
Olney, Illinois 62450**

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

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

**Illinois Eastern Community Colleges  
Board Agenda**

**May 21, 2019**

**7:00 p.m.**

**Olney Central College  
Banquet Room**

1. Call to Order & Roll Call ..... Chairman Fischer
2. Disposition of Minutes ..... CEO Bruce
3. Recognition of Visitors and Guests ..... Bruce
  - A. Visitors and Guests
  - B. IECEA Representative
4. Public Comment
5. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
6. Policy First Reading (and Possible Approval) ..... Bruce
  - A. None
7. Policy Second Reading ..... Bruce
  - A. None
8. Staff Recommendations for Approval
  - A. Articulation Agreement between EIU and WVC – Radio TV ..... Martin
  - B. Student Satisfaction Survey Results FY2019 ..... Martin
  - C. Certified Election Results ..... Bruce
  - D. Environmental Scan ..... Bruce
  - E. Affiliation Agreements ..... Bruce
    - Good Samaritan Hospital – Medical Office Careers - OCC
    - Jasper County Health Dept. – Electronic Medical Records & Certified Medical Assistant –LTC
    - RWR Medical Arts – Electronic Medical Records & Certified Medical Assistant – LTC
    - Gynecology Associates – Certified Medical Assistant - LTC
9. Bid Committee Report ..... Bruce
  - Olney Central College
    1. Information Systems Technology (IST) Laboratory Remodel @ West Richland Center
  - Olney Central College (International)
    1. One 12-Passenger Van & One 7-Passenger Mini Van

10. District Finance
  - A. Financial Report ..... Hawkins
  - B. Approval of Financial Obligations ..... Hawkins
11. Chief Executive Officer's Report ..... Bruce
12. Executive Session ..... Bruce
13. Approval of Executive Session Minutes
  - A. Written Executive Session Minutes ..... Bruce
  - B. Audio Executive Session Minutes ..... Bruce
14. Approval of Personnel Report ..... Bruce
15. Litigation ..... Bruce
16. Other Items
17. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, April 16, 2019.

**AGENDA #1 – “Call to Order & Roll Call”** – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed 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, G. Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.  
Jay Edgren, President of Frontier Community College  
Matt Fowler, President of Wabash Valley College.  
Ryan Gower, President of Lincoln Trail College.  
Rodney Raney, President of Olney Central College.  
Ryan Hawkins, Chief Financial Officer and Board Treasurer.  
Tara Buerster, Director of Human Resources.  
Holly Martin, Chief Academic Officer.  
Brent Todd, Dean, Lincoln Trail College.  
Renee Smith, Assistant to CEO and Board Secretary.  
Michael Thomas, Dean of Workforce Education.

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held Tuesday, March 19, 2019 were presented for disposition.

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

**AGENDA #3 – “Resolution of Results of April 2, 2019 Election”** – Trustee Gary Carter made a motion to approve the following Resolution Declaring Election Results of the April 2, 2019 Election and declaring that John Brooks and Paul Alan “Al” Henager were duly elected to serve full six year terms as trustees and James Lane was duly elected to serve the remaining 2 years of a six year term as trustee. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

### **RESOLUTION DECLARING ELECTION RESULTS**

The Board of Trustees of Illinois Eastern Community College District #529 hereby states that:

WHEREAS on April 2, 2019, an election was held for the purpose of electing three members to the Board of Trustees in the counties or portions of counties within Illinois Eastern Community College District #529, namely

the counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White, and;

WHEREAS Alice Mullinax, Richland County Clerk and Recorder, is the Election Authority for Illinois Eastern Community College District #529, and will certify the official ballot for the office of trustee and candidates for that office and;

WHEREAS Alice Mullinax, will certify the official election results and will provide a tabulation of the votes cast in the various counties and precincts within Illinois Eastern Community College District #529 at the election held on April 2, and;

WHEREAS Alice Mullinax, in her tabulation of votes cast will include all available valid and counted election day ballots, absentee ballots, early voting ballots, grace period ballots, and provisional ballots, and;

WHEREAS Alice Mullinax will certify that the following votes were tabulated for a full six year term:

Paul A. "Al" Henager	6,804
John Brooks	7,211

and;

WHEREAS Alice Mullinax will certify that the following votes were tabulated for the remaining 2 years of a 6 year term:

James W. Lane	8,757
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and;

WHEREAS Alice Mullinax will certify that Paul A. "Al" Henager and John Brooks were elected as trustees to serve a full term and;

WHEREAS Alice Mullinax will certify that James W. Lane was elected as trustee to serve the remaining 2 years of a six year term and;

WHEREAS the Board of Trustees of Community College District #529 takes notice that due to election laws, there can be no official certification of election results until 14 days following the election or April 16, 2019, and that, Alice Mullinax is unable to officially certify the results before April 16, 2019 and that the official certification of votes has not yet occurred, the Board finds that the unofficial results as provided indicate the actual individuals elected to the Board of Trustees and;

THEREFORE the Board of Trustees of Community College District #529 hereby accepts the unofficial results of the April 2, 2019 election as provided by Alice Mullinax, Richland County Clerk and Recorder, and Election Authority, and further declares that Paul A. "Al" Henager and John Brooks were duly elected to serve full terms as trustees and that James W. Lane was duly elected to serve the remaining 2 years of a full term as trustee.

**THESE WERE UNOFFICIAL RESULTS AND THE BOARD WILL APPROVAL FINAL OFFICIAL RESULTS AT THE MAY 21, 2019 MEETING.**

**AGENDA #4 – "Adjournment of Board – Sine Die"** – There being no further business to be transacted by the current Board, Trustee James Lane made a motion that the current Board of Trustees stand adjourned sine die. 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, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried and the current Board adjourned sine die.

**CEO Assumes Chair:** Terry L. Bruce, Chief Executive Officer, assumed the Chair for purposes of organization of the new Board of Trustees.

**AGENDA #5 – "Organization of New Board"** – The Board of Trustees organized as follows:

**#5-A. Appointment of Temporary Secretary:** Without objection, the Chair appointed Renee Smith to act as Temporary Secretary during organization of the new Board.

**#5-B. Oath of Office and Seating of Trustees Elected April 2, 2019:** The oath of office was administered to Trustees Al Henager, John Brooks, and James Lane, and they were duly seated, after subscribing to the following oath:

*"I do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of Trustee, Illinois Eastern Community College District #529, to the best of my ability."*

The oath of office was also administered to Mr. Corey Hall, a student at Lincoln Trail College, and he was seated as student member of the Board of Trustees for the coming year, succeeding Ms. Haylee Neuman.

**#5-C. Roll Call:** The Chair directed roll call of the new Board. 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, G. Andrew Fischer, Alan Henager, James Lane, Jan Ridgely. Also present was Corey Hall, student trustee. 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.

**#5-D. Election of Chairman:** CEO Terry Bruce acting as Chair asked for nominations for Chairman. Trustee Gary Carter nominated G. Andrew Fischer to be Chairman of the Board of Trustees until the next reorganization meeting. Trustee Jan Ridgely seconded the motion. The Chair asked if there were additional nominations. There being none, on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. Trustees abstaining: Andrew Fischer. Student advisory vote: Yea. The motion having received 6 yea votes and 0 nay votes, and with one trustee abstained from voting, the Chair declared the motion carried.

**G. Andrew Fischer Assumes Chair:** CEO Terry Bruce relinquished the Chair and G. Andrew Fischer assumed the Chair.

**#5-E. Election of Vice-Chairman:** The Chair asked for nominations for Vice-Chairman. Trustee James Lane nominated Brenda Culver to be Vice-Chairman of the Board of Trustees until the next reorganization meeting. Trustee Jan Ridgely seconded the motion. The Chair asked if there were additional nominations. There being none, the Chairman directed the Board Secretary to call roll and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. Trustees Abstaining: Brenda Culver. Student Advisory vote: Yea. The motion having received 6 yea votes and 0 nay votes, with one Trustee abstaining, the Chair declared the motion carried.

**#5-F. Election of Board Secretary:** The Chair asked for nominations for Board Secretary. Trustee Brenda Culver nominated Renee Smith to be Secretary of the Board of Trustees until the next reorganization meeting. Trustee James Lane seconded the motion. The Chair asked if there were additional nominations. There being none, on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. Student Advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, with one Trustee abstaining, the Chair declared the motion carried.

**#5-G. Appointment of Secretary Pro Tempore:** The Chair asked for nominations for Secretary Pro Tempore. Trustee Brenda Culver nominated Gary Carter to be Secretary Pro Tempore of the Board of Trustees until the next reorganization meeting. Trustee Jan Ridgely seconded the motion. The Chair asked if there were additional nominations. There being none, on a recorded roll call vote the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. Trustees Abstaining: Gary Carter. Student Advisory vote: Yea. The motion having received 6 yea votes and 0 nay votes, with one Trustee abstaining, the Chair declared the motion carried.

**#5-H. Appointment of District Treasurer:** The Chair asked for nominations for District Treasurer. Trustee Brenda Culver nominated Ryan Hawkins to be District Treasurer until the next reorganization meeting. Trustee Gary Carter seconded the motion. The Chair asked if there were additional nominations. There being none, on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. Student Advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#5-I. Appointment of Ethics Officer:** Trustee Gary Carter nominated Renee Smith, Board Secretary, to be appointed as Ethics Officer for the Board, and for the District, pursuant to statute. She shall serve until her successor is appointed and qualified. Trustee Al Henager seconded the motion. The Chair asked if there were additional nominations. There being none, on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. Student Advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#5-J. Resolution for Adoption of Rules, Regulations, Policies and Actions of Prior Boards:** The CEO recommended adoption of the following resolution.

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529, State of Illinois, that all rules, regulations, policies, and actions of prior Boards of Trustees of this community college district are hereby adopted in full, including any changes and revisions.

Procedures: The Board agrees to follow past practices and procedures. The Secretary shall rotate the order of calling upon Board members to cast votes on each roll call vote. Explanation of votes is not allowed during the taking of a roll call vote. *Roberts Rules of Order* will be followed for general procedural guidelines, but will not be adopted. When voice votes are taken, any trustee may ask for a roll call vote on that issue.

**Board Action:** Trustee James Lane made a motion to adopt the foregoing Resolution for Adoption of Rules, Regulations, Policies and Actions of Prior Boards as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. Student Advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#5-K. Resolution for Time and Place of Board Meetings:** The CEO recommended adoption of the following resolution for Time and Place of Board Meetings.

## **RESOLUTION**

Resolved, that the Board of Trustees regular monthly meetings shall be held as follows during the calendar year 2019:

Tuesday, May 21, 2019, 7 p.m., Olney Central College  
Tuesday, June 18, 2019, 7 p.m., Wabash Valley College  
Tuesday, July 16, 2019, 7 p.m., Frontier Community College  
Tuesday, August 20, 2019, 7 p.m., Lincoln Trail College  
Tuesday, September 17, 2019, 7 p.m., Olney Central College  
Tuesday, October 15, 2019, 7 p.m., Wabash Valley College  
Tuesday, November 19, 2019, 7 p.m., Frontier Community College  
Tuesday, December 10, 2019, 7 p.m., Lincoln Trail College

**Board Action:** Student Trustee Corey Hall made a motion to approve the foregoing Resolution for Time and Place of Board Meetings as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. Student Advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #6 – “Recognition of Visitors & Guests” –**

**#6-A. Visitors & Guests:** Visitors & guests present were recognized, including several staff members. Also in attendance were Chip and Paula Hall, parents of newly elected Student Trustee Corey Hall.

**#6-B. IECEA Representative:** None present.

**AGENDA #7 – “Public Comment”** – LTC Foundation representatives Sheila Mikeworth, Jerry Devonshire, and Rod Harmon expressed their appreciation for the work of the IECC Board and the LTC Faculty and Staff.

**AGENDA #8 – “Reports” –**

**#8-A. Report from Trustees:** None.

**#8-B. Report from Presidents:** Electronic reports were presented from each of the colleges.

**#8-C. Report from Cabinet:** None.

**AGENDA #9 – “Policy First Readings (and Possible Approval)”** – None.

**AGENDA #10 – “Policy Second Readings”** – None.

**AGENDA #11 – “Staff Recommendations for Approval”** – The following staff recommendations were presented for approval.

**#11-A. FY2020 Activity Fee Allocations:** Annually, \$2 per credit hour for all tuition actually collected is returned to the colleges to support student activities. The Presidents recommend student activity fee allocations at the colleges. The allocation notes what percentage of each dollar will be turned over to an appropriate self-balancing account in the auxiliary fund. The CEO recommended approval of the following activity fee allocations for FY2020.

ACTIVITY FEE ALLOCATIONS												
	FCC			LTC			OCC			WVC		
	17-18	18-19	19-20	17-18	18-19	19-20	17-18	18-19	19-20	17-18	18-19	19-20
Alumni Association	-	-	-	-	-	-	-	-	-	-	-	-
Athletics	25%	25%	50%	38%	38%	40%	30%	30%	30%	30%	30%	30%
Cheerleaders	-	-	-	5%	5%	-	-	-	-	5%	5%	5%
College Union	25%	50%	25%	-	-	-	-	-	-	20%	20%	20%
Student Testing	-	-	-	-	-	-	3%	3%	3%	-	-	-
Intramurals	-	-	-	-	-	-	-	-	-	-	-	-
Parking Maintenance	-	-	-	2%	2%	5%	9%	9%	9%	-	-	-
Publications	-	-	-	5%	-	-	-	-	-	-	-	-
Soc Cul Act Team	-	-	-	-	-	-	3%	3%	3%	-	-	-
Special Events	-	-	-	3%	3%	-	-	-	-	3%	3%	3%
Student Senate	-	-	-	10%	10%	10%	10%	10%	10%	12%	12%	12%
Special Projects	50%	25%	25%	10%	15%	20%	4%	6%	6%	16%	16%	16%
Natatorium	-	-	-	-	-	-	-	-	-	-	-	-
Student Handbook	-	-	-	-	-	-	2%	-	-	-	-	-
Model United Nation	-	-	-	-	-	-	-	-	-	-	-	-
Child Care	-	-	-	-	-	-	20%	20%	20%	-	-	-
Food Services	-	-	-	12%	12%	15%	19%	19%	19%	14%	14%	14%
Sports Facility	-	-	-	15%	15%	10%	-	-	-	-	-	-
	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

**Board Action:** Trustee Al Henager made a motion to approve the FY2020 Activity Fee Allocations as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.



**#11-B. Articulation Agreement between IECC and Southern Illinois University – Carbondale:**

**Recommendation:** The CEO recommended approval of the articulation agreement between IECC’s Associate in Applied Science in Accounting to SIU-C’s baccalaureate Bachelor of Science Degree in Accounting Online in the College of Business as listed in full in the board agenda.

**Board Action:** Student Trustee Corey Hall made a motion to approve the articulation agreement between IECC and SIU-C. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#11-C. Articulation Agreement between IECC and Chamberlain University:**

**Recommendation:** The CEO recommended approval of the articulation agreement between IECC and Chamberlain University as listed in full in the board agenda. This agreement facilitates transfer from IECC’s Associate Degree in Nursing to Chamberlain College of Nursing’s online programs or Health Professions online programs.

**Board Action:** Trustee Brenda Culver made a motion to approve the transfer agreement between IECC and Chamberlain University. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#11-D. Identity Theft Prevention Program and Status Report:** Illinois Eastern Community Colleges participates in the Federal Direct Student Loan Program, offers institutional loans to students, and administers a tuition payment plan that allows qualified students to pay their tuition and fees throughout the semester. Therefore, IECC is a “creditor” and student accounts are “covered accounts” subject to the Red Flags Rule which required IECC to develop and implement an identity theft prevention program. IECC’s Identity Theft Prevention Program and Identity Theft Prevention Policy 100.23 were developed and approved by the Board on March 17, 2009. The prevention program was reviewed and updated in February 2019, and that updated program and 2018 status report were presented. The CEO recommended approval of the Identity Theft Prevention Program and Status Report for 2018.

**Board Action:** Trustee Gary Carter made a motion that second reading be waived and that the Identity Theft Prevention Program and 2018 Status Report be approved as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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.

**#11-E. Transitional Math Memorandum of Understanding:** In 2016, the Postsecondary and Workforce Readiness (PWR) Act was approved with the goal of improving the transition from high school to college and/or work. One requirement of the PWR Act is for high schools to offer a fourth year of math (beyond the three years required for high school graduation) in an effort to reduce the number of students who need remediation and developmental education coursework in college. This fourth year will be transcribed as their “Transitional Math” course and allow students to bypass developmental education at the colleges. This Memorandum of Understanding with high schools in District #529 articulates the requirements necessary for students to bypass developmental education at Illinois Eastern Community Colleges. K-12 school district boards may vote to opt-out with evidence of this requirement causing undue financial burden on their district. The CEO recommended approval of this Memorandum of Understanding.

**ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529**

Frontier Community College  
Lincoln Trail College

Olney Central College  
Wabash Valley College  
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is an agreement between \_\_\_\_\_

District #\_\_ and Illinois Eastern Community College District #529.

Section I: \_\_\_\_\_ *High School* will:

1. Offer the following courses to high school seniors who have met their graduation requirement but who are not projected ready for college-level math as of the end of their junior year. The course will cover all of the competencies listed in the pilot course outline.
  - **Course No. Course Name**
2. Provide the instructor who will do the following:
  - a) Determine each student's grade where at least 75% of the grade is based on the summative unit assessments (tests/exams/projects) and 25% is based on formative assessments (such as homework and quizzes). Each will have at least 4 summative assessments per course.
  - b) Not allow students to keep summative assessments.
  - c) Not allow students to retake summative assessments.
  - d) Maintain all graded summative assessments for two years.
  - e) Follow the course outline as mandated by the law and approved by Illinois Eastern Community Colleges and the state-wide transitional math board.
3. Require students to complete all competency assessments in order to complete the course.
4. Require students to fill out an IECC Information form and submit these to the College.

Section II: Illinois Eastern Community Colleges will:

1. Allow placement into available college-level math courses for students who receive a "C" or better in the appropriate pre-requisite transitional math course:
  - Transitional STEM math course - College Algebra,
  - Quantitative Literacy and Statistics- Intro to Statistics, Liberal Arts Math, Quantitative Reasoning, or Math for Elementary Majors
  - Technical Math – Technical Math, Math for Nursing, Medical Assisting Math

If it has been more than 18 months since the completion of the transitional math course, the student will be required to follow IECC placement guidelines required at that time for enrollment into any mathematics course. Either party may terminate this agreement or remove courses at any time.

**Board Action:** Trustee Al Henager made a motion to approve the foregoing Transitional Math Memorandum of Understanding. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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.

**#11-F. IECC Honors Program:** In order to provide learning opportunities to talented students who seek intellectual and cultural growth through enriched academic experiences, an IECC Honors Program has been developed. The CEO recommended approval of the Honors Program as listed in full in the Board agenda.

**Board Action:** Student Trustee Corey Hall made a motion to approve the IECC Honors Program. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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.

**#11-G. HLC Year 4 Assurance Argument Review:** Tara Buerster and Paul Bruinsma reviewed the Assurance Argument Review prepared by the steering committee. The Assurance Argument addresses and provides continued evidence that the District meets the Criteria for accreditation and complies with the Criteria 4 years after the 10 year comprehensive evaluation that was held in 2015. The CEO recommended approval of the Assurance Argument for submission to the Higher Learning Commission.

**Board Action:** Trustee Al Henager made a motion to approve the submission of the Year 4 Assurance Argument to the Higher Learning Commission. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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.

**#11-H. Expansion of LTC Zwermann Arts Center:** LTC has requested approval for expansion of the Zwermann Arts Center facility. The project will be fully funded by currently held estate funds and from community donations. The CEO recommended approval of the LTC Zwermann Arts Center Expansion project.

**Board Action:** Trustee James Lane made a motion to approve the LTC Zwermann Arts Center Expansion project as outlined. 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, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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.

**#11-I. Acceptance of Robinson Real Estate Gift:** Mr. Michael A. Olson and Kitchen Trends, Inc. wish to convey to IECC, at no cost, a property located at 303 East Cherry Street, Robinson. The property adjoins the McCoy Welding Shop property. The CEO recommended the acceptance of the real estate gift located at 303 East Cherry Street, Robinson, Illinois.

**Board Action:** Student Trustee Corey Hall made a motion to accept a Real Estate Gift conveyed from Mr. Michael A. Olson and Kitchen Trends, Inc. 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, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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.

**#11-J. Acceptance of Property Gift by LTC Foundation:** LTC is beginning a soccer program. The LTC Foundation has agreed to convey 11 acres, more or less, to the college district to be used as a soccer field for that purpose. The CEO recommended acceptance of the conveyance of property from the LTC Foundation to the District.

**Board Action:** Trustee James Lane made a motion to accept the property gift from the LTC Foundation of 11 acres, more or less, to the college district for use by the LTC soccer program. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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.

**#11-K. Affiliation Agreement:** An affiliation agreement for the LTC Pharmacy Technician Program with Harmon's Pharmacy located in Oblong, Illinois and as listed in full in the board agenda, was recommended by the CEO for approval.

**Board Action:** Trustee Jan Ridgely made a motion to approve the affiliation agreement between IECC and Harmon's Pharmacy as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew



1. Danelle Davis, Interim Director of Business, \$500/month, effective May 6, 2019.

**400.3 Approval for CEO to hire Financial Aid Coordinator, LTC, prior to May Board meeting.**

**400.4. Resignation Ratification**

**A. Administration, Non-Exempt**

1. Jamie Henry, Director of Business, LTC, effective May 4, 2019.

**400.5 Retirement Ratification**

**A. Full-Time Bargaining Unit Faculty**

1. Carole Fusco, Assistant Professor, OCC/LTC, effective June 1, 2019.

**#15-A. Board Action to Amend Personnel Report:** Trustee Brenda Culver made a motion to amend the Personnel Report, to add an addendum as presented. Trustee Al Henager seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

**400.5. Retirement Ratification**

**B. Professional/Non-Faculty**

1. Cheryl Holder, Director of Adult Education, FCC, effective July 1, 2019

**#15-B. Board Action to Approve Amended Personnel Report:** Trustee Brenda Culver made a motion to approve the amended Personnel Report as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. 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 #18 – “Collective Bargaining”:** None.

**AGENDA #19 - “Litigation”** – None.

**AGENDA #20– “Other Items”** – None.

**AGENDA #21 – “Adjournment”** – Trustee Jan Ridgely made a motion to adjourn. Student Trustee Corey Hall seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” A voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:26 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**

**Reports**

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

**Agenda Item #6**

**Policy First Reading (and Possible Approval)**

**None**

**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**

**Articulation Agreement between EIU and WVC – Radio TV**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Brue  
DATE: May 21, 2019  
RE: Articulation Agreement between IECC and Eastern Illinois University

The proposed articulation agreement between Illinois Eastern Community Colleges and Eastern Illinois University facilitates transfer from IECC's Radio/TV & Digital Media A.A.S. to EIU's baccalaureate TV Video Production B.A. with Radio & Audio Production Minor.

By this agreement, IECC and EIU are forming a cooperative relationship to better serve our students with an effective and efficient transfer experience that will minimize duplication of instruction and build on community college and university learning experiences. This articulation agreement is an ongoing outcome of IECC's and EIU's shared interest and focus on articulation and outreach.

I recommend the Board's approve of this agreement.

TLB/rs

Attachment

**Articulation Agreement**  
Between  
**Eastern Illinois University**  
And  
**Illinois Eastern Community College**

Illinois Eastern Community College (IECC) and the Board of Trustees of Eastern Illinois University (EIU) form a cooperative relationship through this articulation agreement to serve better our public constituents, to smooth transfer, to minimize duplication of instruction, and to build on community college and university learning experiences. Both institutions recognize that working together, their collective efforts are stronger than their individual efforts.

The two institutions agree to the following:

1. Any student who has completed a baccalaureate-oriented associate degree at IECC consistent with the Illinois Articulation Initiative (with the required 2.00 GPA) and submits required application and supporting documentation will automatically be admitted to EIU at the junior level and will be deemed to have met EIU's lower division general education requirement.
2. Acceptance into a specific EIU program is based on the individual transferring student meeting the conditions and considerations listed for that program. Specifically, students completing the **Radio/TV & Digital Media A.A.S.** at IECC will be admitted to the baccalaureate **TV Video Production B.A. with Radio & Audio Production Minor** at EIU.
3. The courses listed in the attached prescribed IECC transfer guide has been reviewed and accepted for transfer to EIU.
4. Relationships between IECC and EIU faculty and administration are in the spirit of cooperation and provide the basis for this agreement
5. Representatives of both institutions agree to meet on a regular basis to assess curricular changes and other conditions that may affect the nature of this agreement.
6. This agreement does not preclude either institution from making curriculum changes as it may solely deem appropriate in which case appropriate prior notice will be given to the operative academic personnel at the cooperating institution.
7. Appropriate publications and promotional materials regarding this agreement will be made available to all IECC students.
8. Either EIU or IECC may dissolve this agreement by giving one years' advance notice to the cooperating institution's president or academic vice president.
9. This agreement is effective with the **2019-2023** academic year and is subject to renewal quadrennially.

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EASTERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY COLLEGE

\_\_\_\_\_  
David Glassman, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terry L. Bruce, CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jay Gatrell, Provost and  
Vice President for Academic Affairs

\_\_\_\_\_  
Date

\_\_\_\_\_  
Holly Martin,  
Chief Academic Officer

\_\_\_\_\_  
Date



**Transfer Guide**  
**Radio/TV & Digital Media A.A.S. to**  
**TV Video Production B.A. with Radio & Audio Production Minor**  
**IECC Wabash Valley College and Eastern Illinois University**

*This is a suggested course pattern. Students must work with their advisor to develop a curriculum plan that meets their scheduling needs. Summer classes can also reduce the load during the fall and spring semesters.*

**Wabash Valley College**

**First Year**

**First Semester**

BRD 1101 Introduction to Broadcasting 3 (CMN 3520)	3 (CMN 2520)
BRD 1202 Radio / TV Announcing Camera 3 (CMN 2525)	3 (CMN 2550)
BRD 1210 Applied Broadcasting I 3 (CMN Elective)	3 (CMN Elective)
BRD 1215 Broadcast & Digital Media Tech 3 (CMN Elective)	3 (CMN 4500)
<u>BRD 2217 Broadcasting Journalism</u> 3 (ENG 1001G)	<u>3 (CMN 3610)</u>
3 (MAT Gen Ed)	15

18

**Second Semester**

BRD 1203 Audio Production	
BRD 1204 Video Production Multi	
BRD 1208 Social Media	
BRD 1211 Applied Broadcasting II	
ENG 1111 <sup>1</sup> Composition	
<u>IAI Math General Education<sup>2</sup></u>	

**Summer Term**

<u>BRD 2220 Practicum in Broadcasting</u>	<u>3 (CMN2375)</u>
	3

**Second Year**

**First Semester**<sup>4</sup>

BMK 1203 Advertising 3 (CMN Elective)	2 (CMN 3940)
BRD 2210 Applied Broadcasting III 3 (CMN 4275)	3 (CMN Elective)
BRD 2212 Video Production Field Management 3 (CMN 4450)	3 (CMN Elective)
SPE 1101 <sup>1</sup> Speech Communication 2 (CMN 4375)	3 (CMN 1310G)
IAI Social Behav Science Gen Ed 1	3 (SB Gen Ed)
<u>IAI Humanities Gen Ed<sup>3</sup></u> 3 (JOU 2001G - SB)	<u>3 (HUM Gen Ed)</u>

17

**Second Semester**

BRD 1207 Writing for Media	
BRD 2211 Applied Broadcasting IV	
BRD 2215 Digital Media	
BRD 2221 Radio/TV Internship & BRD 2225 Radio/ TV Seminar	
<u>JLM 1111 Survey of Mass Media</u>	

**Eastern Illinois University**

**Third Year**

**First Semester**

CMN 1500 TV & Video Development 3	1
CMN 2500 Production I 4	3
CMN 3030 Promo Communication Ed <sup>3,6</sup> 3	3
AET 2123 Intro Digital Photography 3	3
MUS 1070 Intro to Music Tech 3	2
<u>ENG 1002G<sup>1</sup> Composition II</u>	<u>3</u>

16

**Second Semester**

CMN 3050 Production II	
CMN 3530 Film Communication	
MUS 2071 Music Tech II <sup>5</sup> or SB Gen	
THA 2244 Acting I	
<u>BIO General Education</u>	

15

<u>First Semester</u>	<b>Fourth Year</b>	<u>Second Semester</u>
CMN 3540 Production III 3	3	CMN 4525 TV Genres: Prod & Dev
CMN 4770 TV Criticism 3	3	CMN 4540 Production IV
CMN 4775 Documentary Filmmaking ESPN+/WEIU-TV 3	3	CMN 4275 Internship
Physical Science General Education <sup>7</sup> 3	4	EIU 4 ____ Senior Seminar
<u>Fine Arts General Education<sup>3</sup></u> 3 (Upper Level) <sup>6</sup>	3 (Upper Level) <sup>6</sup>	Soc Beh Sci Gen Ed <sup>3,6</sup> or MUS 2071 <sup>5</sup>
<u>Education<sup>3</sup></u> 3 (Upper Level) <sup>6</sup>	16	<u>Humanities or Fine Arts General</u>

18

<sup>1</sup> A grade of "C" or better is required.

<sup>2</sup> May need additional prerequisites.

<sup>3</sup> One course must be culturally diverse.

<sup>4</sup> Apply to Eastern one year prior to enrollment. Have official transcripts sent from college and high school.

<sup>5</sup> MUS 2071 will be offered every other year in the spring semester.

<sup>6</sup> 40 hours of upper division credit is required for graduation.

<sup>7</sup> One science must have a laboratory experience.

NOTE Completion of the second semester of a single foreign language is a graduation requirement. Students are exempt if two full years of a high school foreign language is complete with a "C" average or better.

NOTE – Agreement is in effect from Fall 2019 - 2023. Departmental Contacts are Eastern Illinois University: Scott Walus, [smwalus@eiu.edu](mailto:smwalus@eiu.edu), 217-581-2016 and Matt Gill, [mjgill@eiu.edu](mailto:mjgill@eiu.edu), 217-581-6003; and Wabash Valley College: Kyle Peach, [peachk@iecc.edu](mailto:peachk@iecc.edu), 618-263-5531 x3575. Institutional Contacts Eastern Illinois University: Rita Pearson, [ripearson@eiu.edu](mailto:ripearson@eiu.edu), 217-581-7663; and IECC Wabash Valley College: Holly Martin, [martinh@iecc.edu](mailto:martinh@iecc.edu), 618-879-9410 x5510 and Tim Zimmer, [zimmer@iecc.edu](mailto:zimmer@iecc.edu), 618-262-8641.

**Agenda Item #8B**

**Student Satisfaction Survey Results FY2019**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: May 21, 2019  
RE: 2019 Student Satisfaction Survey Results

IECC conducts a districtwide Student Satisfaction Survey each spring semester. The 2019 survey was conducted online from March 11 through April 5. 509 students responded to the survey: 138 from Frontier Community College; 104 from Lincoln Trail College; 138 from Olney Central College; and 129 from Wabash Valley College.

The complete survey results were sent to the Board of Trustees by email.

Survey questions inquired about the student's level of satisfaction in specific areas including Student Services, Instruction, Learning Resource Centers, and Technology. Additionally, the survey asked how likely students would recommend the college to others. Results show that:

Services

94% were satisfied with Advisement services.  
94% were satisfied with Financial Aid services.  
95% were satisfied with Entrata.  
97% were satisfied with Help Desk services.

Other

92% were satisfied with the quality of instruction.  
96% felt the instruction was academically challenging.  
97% were satisfied with classroom size.  
94% were satisfied with courses available at the times they want or needed them.  
95% would recommend the college to others.

The results of the survey are shared with various district wide committees as well as college committees to work on improving any area that needs attention. Attached is a FY2019 Student Satisfaction Survey Executive Summary for your review which provides additional analysis and information regarding these survey results.

I recommend the Board's approval of the 2019 Student Satisfaction Survey Results.

TLB/rs

**Agenda Item #8C**  
**Certified Election Results**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: May 21, 2019  
RE: Certified Election Results

At the April 16, 2019 regular Board meeting, the Board of Trustees took notice of the unofficial results of the April 2, 2019 election for members of the Board of Trustees. The official elections were not available within the statutory required deadline.

The official results are now available and there were no changes to the outcome of the elections on April 2, 2019. It would be appropriate for the Board to adopt, by resolution, the official election results.

I ask the Board to accept the official election results that follow and as provided by Alice Mullinax, Richland County Clerk.

TLB/rs

Attachment

**RESOLUTION DECLARING ELECTION RESULTS**

The Board of Trustees of Illinois Eastern Community College District #529 hereby states that:

WHEREAS on April 2, 2019, an election was held for the purpose of electing three members to the Board of Trustees in the counties or portions of counties within Illinois Eastern Community College District #529, namely the counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White, and;

WHEREAS Alice Mullinax, Richland County Clerk and Recorder, is the Election Authority for Illinois Eastern Community College District #529, and did certify the official ballot for the office of trustee and candidates for that office and;

WHEREAS Alice Mullinax, did certify the official election results and did provide a tabulation of the votes cast in the various counties and precincts within Illinois Eastern Community College District #529 at the election held on April 2, and;

WHEREAS Alice Mullinax, certifies in her tabulation of votes cast did include all available valid and counted election day ballots, absentee ballots, early voting ballots, grace period ballots, and provisional ballots, and;

WHEREAS Alice Mullinax certified that the following votes were tabulated for a full six year term:

Paul A. "Al" Henager	6,821
John Brooks	7,226

and;

WHEREAS Alice Mullinax certified that the following votes were tabulated for the remaining 2 years of a 6 year term:

James W. Lane	8,777
---------------	-------

and;

WHEREAS Alice Mullinax certifies that Paul A. "Al" Henager and John Brooks were elected as trustees to serve a full term and;

WHEREAS Alice Mullinax certifies that James W. Lane was elected as trustee to serve the remaining 2 years of a six year term and;

WHEREAS the Board of Trustees of Community College District #529 takes notice that due to election laws, there can be no official certification of election results until 14 days following the election or April 16, 2019, and that, Alice Mullinax was unable to officially certify the results before April 16, 2019 and that the official certification of votes had not yet occurred, the Board finds that the unofficial results as provided indicate the actual individuals elected to the Board of Trustees and;

WHEREAS Alice Mullinax has now officially certified the election results of the April 2, 2019 election and that the results are accurately set forth above.

THEREFORE the Board of Trustees of Community College District #529 hereby accepts the official results of the April 2, 2019 election as provided by Alice Mullinax, Richland County Clerk and Recorder, and Election Authority, and further declares that Paul A. "Al" Henager and John Brooks were duly elected to serve full 6 year terms as trustees and that James W. Lane was duly elected to serve the remaining 2 years of a full term as trustee.

ADOPTED THIS 21st Day of May, 2019.

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Chairman, Board of Trustees  
Illinois Eastern Community Colleges

ATTEST:

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Secretary, Board of Trustees  
Illinois Eastern Community Colleges



**Agenda Item #8D**

**Environmental Scan**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: May 21, 2019  
RE: Environmental Scan FY2019

Rodney Ranes, President of Olney Central College, and Luke Harl, Program Director of Grants and Compliance, have prepared the FY2019 Environmental Scan which is used by the District to forecast future internal and external needs for both college programs and services. The data is used to assist the District in developing the Strategic Plan and provides information for grant applications.

Several new data points have been added to broaden discussion within the district regarding population estimates, district high school enrollment trends, and employment estimates by county. Additional data points regarding peer community college and university credit hour trends were also reviewed as part of the new analysis.

Data of particular interest:

- Number of high school students that qualify for free or reduced lunches continues to increase.
- Median household income and per capita personal income lagged significantly behind the statewide average and the cost of higher education will continue to be an issue.
- Local high school graduate numbers have stayed around 1,000 while future class sizes may see a surge if completion rates hold within high schools.
- Part-time and full-time enrollment decreased within the district.
- Degree attainment within the district continues to lag significantly behind the state and national averages for baccalaureate completion.
- Equalized Assessed Valuation has trended upward over a long period of time.
- Unemployment rate has decreased from 10% in 2009 to 5.2% in 2016.

The District continues to review items for inclusion in the Environmental Scan and will expand on employment trends by sector as well as out migration for employment in future scans.

The Environmental Scan has been sent electronically to each Board member.

I ask the Board's acceptance of this Environmental Scan.

TLB/rs

**Agenda Item #8E**

**Affiliation Agreements**

**Good Samaritan Hospital – Medical Office Careers - OCC**

**Jasper County Health Dept. – Electronic Medical Records & Certified Medical Assistant – LTC**

**RWR Medical Arts – Electronic Medical Records & Certified Medical Assistant – LTC**

**Gynecology Associates – Certified Medical Assistant - LTC**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: May 21, 2019  
RE: Affiliation Agreements

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

IECC wishes to enter into affiliation agreements with the following health care institutions:

Good Samaritan Hospital – Medical Office Careers - OCC  
Jasper County Health Dept. – Electronic Medical Records & Certified Medical Assistant –LTC  
RWR Medical Arts – Electronic Medical Records & Certified Medical Assistant – LTC  
Gynecology Associates – Certified Medical Assistant – LTC

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

TLB/rs

Attachment

## PRACTICAL EDUCATION AFFILIATION AGREEMENT

This Clinical Education Agreement ("Agreement") is entered into by and between Illinois Eastern Community College^ an educational institution located at 233 East Chestnut Olney, Illinois 62450 ("University") and Good Samaritan Hospital, a health care facility with its principal office located at 520 South 7<sup>h</sup> Street, Vincennes, Indiana 47591 ("Facility"), and is effective as of the date executed by the parties hereto. The Facility and the University are collectively referred to herein as the "Parties."

### Background

1. The University offers Medical Office Assistant and Medical Coding Programs through its Medical Office Careers (the "Program" or "Programs") located at Lincoln Trail and Olney Central Colleges;

2. University and Facility wish to form a relationship to provide educational experiences for one or more students enrolled at University (hereafter "Student"), and Facility has the environment necessary for such learning experience;

3. The Facility operates one or more clinical facilities which can provide a setting for such practical learning and clinical experiences;

4. The Facility desires to cooperate with the University by providing qualified professionals and making its facilities available to the designated member of University's faculty who is responsible for the education of the Students ("Faculty Member") and the Students themselves for such practical learning and clinical experiences;

5. The purpose of this agreement is to guide and direct a working relationship between the University and the Facility in providing clinical education experiences for a designated program.

NOW THEREFORE, in consideration of the Background information described above and the mutual covenants and undertakings contained below, it is agreed as follows:

### Article I. Mutual Agreements

1.1. Provision of Learning Experiences. The Facility agrees to provide to the Students the opportunity to obtain practical experiences in its facilities, and the University agrees to assign Students from time to time to the Facility to obtain such learning experiences, which shall be on the terms and conditions set forth in this Agreement.

1.2. No Discrimination. There will be no discrimination against a Student or Faculty Member due to any legally protected classification including, but not limited to, race, gender, national origin, disability, religion, age, sexual orientation, or veteran status.

The Parties shall at all times comply with Title VI of the Civil Rights Act of 1964, as amended, and Title IX of the Education Amendments Act of 1972, as amended.

1.3. Student Placement. The placement and determination of the number of Students to be assigned to the Facility shall be at the recommendation of the University and a joint decision of the University and the Facility based on necessary learning experiences and available staff and space in the Facility.

1.4. Student Compliance with Facility Policies and Procedures. Students will be required to comply with all applicable policies and procedures of the Facility. Notwithstanding anything in this Agreement to the contrary, the Facility shall retain the discretion to immediately dismiss any Student from its Facility for any violation of a Facility policy and/or procedure and/or for conduct which the Facility determines, in its sole discretion, to be detrimental to the care of Facility's patients and/or employees.

1.5. Disciplinary Procedure. In the event of an Incident, as hereinafter defined, the Facility will give the Dean of the program immediate notice by mail in which the Parties will cooperate with each other in making a prompt investigation of the facts and/or circumstances of such conduct or occurrence. The Facility acknowledges that the investigation and any disciplinary action involving a Student is at the discretion of the University and must follow and comply with the appropriate policies and procedures of the University.

1.5.1. The term "Incident" has used herein is defined to include, but not be limited to, conduct or an occurrence which:

- i. May involve legal liability on the part of a Student or Faculty Member;
- ii. May violate any policy or procedure of the Facility;
- iii. Involves unsatisfactory performance or behavior, including but not limited to, a good faith belief of impairment because of alcohol consumption and/or substance abuse, by a Student at the Facility;
- iv. Involves problems or issues relating to the educational experience.

1.6. Cooperation in Program Development. The University and the Facility will cooperate in developing the methods of instruction, objectives and other details of the Students' learning and practical experiences and will provide documentation to each Student. The University and the Facility will coordinate their respective efforts to help ensure understanding of the expectations and roles of the Parties in providing a quality experience. Notwithstanding anything to the contrary herein, the Facility shall at all times retain ultimate control of the Facility and responsibility for patient care.

1.7. This Agreement Not a Contract for Employment. Students and Faculty Members will not be afforded coverage by the Facility's worker compensation, health insurance or other of its benefit programs. Any expenses for injury or treatment shall be borne individually by the Student or Faculty Member.

1.8. No Compensation By Facility. Students are deemed trainees and shall not receive compensation by the Facility for any services provided. Faculty Members shall not receive compensation by the Facility for any services provided. The University shall not be required to compensate the Facility or any of its agents or employees for any services or facilities provided by Facility hereunder.

1.9. No Requirement for Referrals. Nothing in this Agreement requires or obligates the University to admit or cause the admittance of a patient to the Facility or to use the Facility's services. None of the benefits granted pursuant to this agreement is 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.

1.10. Termination of Student Experience. The University or Facility may end a student experience if the Student is not compliant with University and/or Facility guidelines, policies, procedures, or in the event that the continuation of the experience would put the Student, University or Facility at risk.

## Article II. University Responsibilities

During all times that the Parties are operating under this agreement, the University agrees to:

2.1. Accreditation. Maintain its accreditation from the applicable Higher Learning Commission and School and other appropriate accrediting bodies.

2.2. Student Education. Retain responsibility for the education of each Student, including assigning one or more appropriately certified Faculty Members who shall coordinate Student practical learning and clinical experiences and assist the Facility in monitoring the quality of care provided by Students in accordance with Program expectations. Upon the Facility's written request to the Faculty Member, the Faculty Member shall provide the Facility with curriculum and course content information.

2.3. Provision of Information to Facility. Provide the Facility with (i) names and contact information for all Faculty Members, (ii) the name and contact information for the University contact person for purposes of questions and providing notices as set forth herein, and (iii) the name, class level, and educational experience desired for each Student who will be assigned to the Facility.

2.4. Completion of Orientations. Ensure that all Faculty Members and Students assigned to the Facility have completed necessary Facility orientations.

2.5. Provision of Administrative Documents. Provide each Student and Faculty Member assigned to the Facility with all of the Facility's regulations, policies, and procedures applicable to the Program.

2.6. Student Insurance. Ensure that Students and/or Faculty Members assigned to and/or present at the Facility in an official capacity have professional liability insurance with limits of \$3,000,000 per claim and \$6,000,000 annual aggregate as well as general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Records documenting these criteria shall be available at the University for review by authorized personnel of the Facility.

2.7. Orientation of Facility Personnel. Assist in orienting appropriate Facility personnel to the goals, objectives and educational methods of the Program, as well as from time to time advise the Facility of any proposed changes in educational experiences for a Student.

2.8. Student Qualification. Ensure that each Student assigned to the Facility is in good academic standing at the University and has an appropriate level of academic instruction to participate in the practical learning and educational experience. If requested by the Facility, it will be the responsibility of each Student to provide the facility proof of all immunizations in accordance with the recommendations for immunizations for health care professionals established by the Centers for Disease Control and Prevention and the Advisory Committee on Immunization Practices.

2.9. Regulatory Compliance Training. Ensure that each Student assigned to the Facility has completed training related to the Health Insurance Portability and Accountability Act ("HIPAA") and its regulations and the Occupational Safety and Health Administration ("OSHA") Blood-borne Pathogens Standard requirements, prior to working in the Facility.

2.10. Compliance with Sex Offender Registry. Ensure that each Student assigned to the Facility is in compliance with Ind. Code §11-8-8-1 *et seq.* relating to the registration of sex offenders and any other similar law.

2.11. Criminal Background Checks. Ensure that each Student assigned to the Facility has undergone a criminal background check, which results shall be satisfactory to the University, before coming to the Facility.

2.12. CPR Certification. Ensure that each Student assigned to the Facility maintains a current cardiopulmonary resuscitation ("CPR") certification if providing patient care.

2.13. Administration of Students. Coordinate with Facility to schedule Student assignments and monitor Student's performance.



### Article III. Facility Responsibilities

During all times that the Parties are operating under this agreement, the Facility agrees to:

3.1. Provision of Clinical Experience Opportunities. Provide a practical learning and clinical experience to Students assigned to the Facility, including but not limited to supervising Students in observing and assisting in various aspects of patient care, to the extent permitted by applicable law and without disruption of patient care.

3.2. Organization of Program. Be responsible for the organization, administration, financing, staffing, and operation of its services and the maintenance of standards accepted for efficient management by the appropriate accrediting body and operate in accordance with acceptable health care standards.

3.3. Evaluation of Student Performance. At the request of the University, evaluate each Student's performance and when requested provide an evaluation on University-provided forms;

3.4. Storage Space. Provide a reasonable amount of storage space for apparel and personal effects of participating students and reasonable conference room space at Agency for use in clinical conference.

3.5. Acceptance of Students. Accept each Student for educational experiences in those courses for which placement has been mutually reviewed, planned, and arranged and make available those educational experiences agreed upon.

3.6. Liaison. Designate person(s) who will act as liaison(s) between the University and the Facility's staff and Faculty Member.

3.7. Orientation. Upon request, provide to each Student and Faculty Member appropriate orientation to address the policies, programs and procedures of the Facility. Inform the University of all new and revised policies and procedures which may affect the clinical experiences described herein.

3.8. Care of Patients Retain ultimate authority and responsibility for the care of the Facilities outpatients and those admitted to the Facility, including but not limited to administrative and professional supervision of Students insofar as the Students presence affects the direct or indirect provision of care and services to patients of the Facility.

3.9. Staffing. Maintain a sufficient level of staffing to carry out the Facility's obligations hereunder, which staffing shall not be reduced as a result of any Students receiving a practical experience.

3.10. Insurance. Maintain professional liability insurance coverage with limits of \$400,000 per occurrence and \$8,000,000 annual aggregate as well as general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Records documenting these criteria shall be available for review by authorized personnel of the University.

3.11. Compliance. Comply with the Family Educational Rights and Privacy Act of 1974, as amended governing the privacy of student records.

#### Article IV. Indemnification

The University and the Facility agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this agreement. The Parties agree to cooperate to dispose of any such claim. Each party to this Agreement (the "Indemnitor") agrees to indemnify and hold harmless the other party (the "Indemnitee")(together with Indemnitee's successors, assigns, directors, trustees, officers, employees, and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorneys' fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, trustees, officers, employees or agents; provided however, that the obligation of each Indemnitor to hold the other Indemnitee harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability if Indemnitor is an instrumentality of the State of Indiana (e.g. actions and conditions as to which either Indemnitor may be immunized by the Indiana Medical Malpractice Act and/or the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that either Indemnitor's liability to hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant and all appropriate defenses had been raised by Indemnitor. If a party becomes aware of a claim or threatened claim involving a party or the other party, the party with knowledge of the claim or threatened claim shall inform the other party in writing within ten (10) days after receiving knowledge of such claim or threatened claim.

#### Article V. Regulatory Compliance

The Facility and the University agree that each party shall comply with all federal and state regulations, rules and orders, including but not limited to regulations made part of HIPAA. Facility and the University agree that for purposes of HIPAA, the University is not a business associate of Facility by reason of the fact that the University sends students to Facility for a clinical rotation or to receive other educational experience. Solely for the purpose of defining Students and Faculty Members role in relation to the use and disclosure of the Facilities protected health information, all Students and Faculty Members shall be considered members of the Facility's workforce, as that term is defined by HIPAA, and the University agrees to require Students and Faculty Members to participate in any training provided by Facility for its workforce members so that Facility may comply with HIPAA. Furthermore, the

Facility and the University shall promptly amend the agreement to conform to any new or revised legislation, rules and regulations concerning the Standards for Privacy of Individually Identifiable Health Information in order to ensure that Facility is at all times in conformance with HIPAA. If, within thirty (30) days of either party first providing notice to the other of the need to amend the agreement to comply with HIPAA, the Parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this agreement to meet the requirements in question; or (ii) alternatively, the Parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this agreement upon ninety (30) days prior written notice.

#### Article VI. Term and Termination

6.1. Term. This Agreement shall be effective from the date last executed by the Parties and will remain valid for a period of one (1) year after the effective date ("Initial Term") or until terminated as herein provided.

6.2. Renewal. To the extent not terminated, upon expiration of the Initial Term this Agreement shall be renewed upon the same terms for one (1) year periods as memorialized in an annual letter of renewal executed by the Parties.

6.3. Termination. This Agreement may be terminated by either party with or without cause with a minimum of thirty (30) days written notice of a party's intention to do so, provided that any Student who has been assigned to work in the Facility shall be given the opportunity to complete their practical educational and clinical experience as offered.

#### Article VII. Miscellaneous

7.1. Amendment. Amendment to this Agreement will be made only by mutual written consent of the Parties. The Parties recognize that addendums may be necessary for certain programs and agree to enter into and execute such addendums from time to time, which shall be deemed incorporated and made part of this Agreement.

7.3. Counterparts. This agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that this agreement may be signed by electronic or facsimile transmission and shall be deemed to be original signatures.

7.4. Headings. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation of this Agreement.

7.5. Complete Agreement. This document is the final agreement, contains the entire, complete and exclusive agreement between the Parties concerning the matters discussed herein, and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the Parties.

7.6. Authority to Execute. Each individual executing this Agreement on behalf of the respective Parties hereto represents and warrants that such person is duly authorized to execute and deliver this Agreement on behalf of the respective Parties and that this Agreement is binding upon the respective party hereto in accordance with its terms.

7.7. Venue and Jurisdiction. This Agreement shall be governed by and construed under

the laws of the State of Indiana, without regard to the choice of law principles of Indiana or any other jurisdiction. The Parties hereby agree to grant exclusive jurisdiction and venue in the Circuit Court of Knox County in the State of Indiana for any disputes arising out of this Agreement or the relation of the parties.

7.8. Gender and Number. As used in this agreement, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender.

7.9. Negotiated Agreement. This Agreement constitutes the result of negotiations between the parties relating to matters set forth herein and, as such, no party shall be deemed to be the drafter of this Agreement. The language of all parts of the Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.

7.10. No Assignment. Neither party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

7.11. Waiver. Waiver by either party of any breach of any provision of this Agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

7.12. No Exclusion. University represents and warrants that University and its representatives (including Students and Faculty Members, if applicable) are not: (1) currently excluded, debarred, or disqualified by any federal governmental agency or program or otherwise ineligible from receiving federal contracts or assistance; (2) present on the exclusion database of the Office of the Inspector General or the Government Services Administration; or (3) convicted of a criminal offense related to the provision of health care or under investigation for any of the above circumstances.

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

LINCOLN TRAIL COLLEGE

CERTIFIED MEDICAL ASSISTANT PROGRAM/ ELECTRONIC MEDICAL  
RECORDS

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_th day of May, 2019, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Electronic Medical Records (EMR) and/or Certified Medical Assistant Program (CMA) (hereinafter referred to as LTC) and Jasper County Health Department, Newton, IL (hereinafter referred to as AGENCY).

WITNESSETH THAT:

WHEREAS, the COLLEGE desires to make use of the AGENCY's facilities for clinical electronic medical records and/or clinical medical assistant laboratory practice by students of the EMR and/or Certified Medical Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the medical assistant and/or electronic medical records students of the COLLEGE 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 that are appropriate educational experiences for observation and participation by the students of the COLLEGE'S EMR and CMA Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative 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. The AGENCY will be responsible for the supervision and guidance of the students in the EMR and/or clinical medical assistant practice, and will be available to the EMR and/or medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the EMR and/or the Certified Medical Assistant Faculty on behalf of the COLLEGE, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor

assumes full responsibility and supervision of the EMR/CMA 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 Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of care and safeguard of patients and information assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to EMR/CMA students.
5. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

EMR/CMA 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.

Students who have physical or emotional disabilities which may negate success in EMR/CMA practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in EMR practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, COLLEGE will furnish the AGENCY, upon request, a medical record, including a physical, required immunizations, 10 panel Drug screen, TB test results, and background check. Requested submission of proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY will be provided.

The students are responsible for health care costs related to student injury or illness occurring in the agency.

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

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

taxes, withholding, employee benefits or statutory or other entitlements. AGENCY shall indemnify COLLEGE against liabilities, claims, damages, and expenses, including reasonable attorney's fees, incurred by the COLLEGE in defending or compromising actions brought against COLLEGE arising out of or related to the AGENCY'S performance of duties hereunder.

6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. The COLLEGE will provide orientation of the educational program for the AGENCY staff.
8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. Neither party hereto shall 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. EMR/CMA Faculty and EMR/CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. The COLLEGE and the AGENCY acknowledge that this agreement will automatically renew on an annual basis for a period of (2) years. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party. .

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the \_\_\_\_\_th day of May, 2019.

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529  
LINCOLN TRAIL COLLEGE  
CERTIFIED MEDICAL ASSISTANT PROGRAM/ ELECTRONIC MEDICAL RECORDS

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of May, 2019, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Electronic Medical Records (EMR) and/or Certified Medical Assistant Program (CMA) (hereinafter referred to as COLLEGE) and RWR Medial Arts Dr. Rotman Robinson, IL (hereinafter referred to as AGENCY).

WITNESSETH THAT:

WHEREAS, the COLLEGE desires to make use of the AGENCY's facilities for clinical electronic medical records and/or clinical medical assistant laboratory practice by students of the EMR and/or Certified Medical Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the medical assistant and/or electronic medical records students of the COLLEGE 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 that are appropriate educational experiences for observation and participation by the students of the COLLEGE'S EMR and CMA Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative 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. The AGENCY will be responsible for the supervision and guidance of the students in the EMR and/or clinical medical assistant practice, and will be available to the EMR and/or medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the EMR and/or the Certified Medical Assistant Faculty on behalf of the COLLEGE, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the EMR/CMA 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 Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of care and safeguard of patients and information assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to EMR/CMA students.
5. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

EMR/CMA 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.

Students who have physical or emotional disabilities which may negate success in EMR/CMA practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in EMR practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, COLLEGE will furnish the AGENCY, upon request, a medical record, including a physical, required immunizations, 10 panel Drug screen, TB test results, and background check. Requested submission of proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY will be provided.

The students are responsible for health care costs related to student injury or illness occurring in the agency.

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

To the extent permitted by applicable law and without waiving any defenses, the COLLEGE shall indemnify and hold harmless AGENCY and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the COLLEGE or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or

with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. AGENCY shall indemnify COLLEGE against liabilities, claims, damages, and expenses, including reasonable attorney's fees, incurred by the COLLEGE in defending or compromising actions brought against COLLEGE arising out of or related to the AGENCY'S performance of duties hereunder.

6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. The COLLEGE will provide orientation of the educational program for the AGENCY staff.
8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. Neither party hereto shall 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. EMR/CMA Faculty and EMR/CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. The COLLEGE and the AGENCY acknowledge that this agreement will automatically renew on an annual basis for a period of (2) years. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

## AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 11 day of May, 2019, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Certified Medical Assistant Program (CMA) (hereinafter referred to as COLLEGE), Effingham Obstetrics, and Gynecology Associates LLC, Effingham, IL (hereinafter referred to as AGENCY).

WITNESSETH THAT:

WHEREAS, the COLLEGE desires to make use of the AGENCY's facilities for clinical medical assistant laboratory practice by students of the Certified Medical Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the medical assistant students of the COLLEGE 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 that are appropriate educational experiences for observation and participation by the students of the COLLEGE'S CMA Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative 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. The AGENCY will be responsible for the supervision and guidance of the students in the clinical medical assistant laboratory practice, and will be available to the medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the Certified Medical Assistant Faculty on behalf of the COLLEGE, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the CMA 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 Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of medical assistant care and safeguard of patients assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to CMA students.
5. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

CMA 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.

Students who have physical or emotional disabilities, which may negate success in CMA practice, will not be permitted to use the AGENCY'S facilities. Students who have disabilities, which may not negate success in CMA practice, may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, the COLLEGE will furnish the AGENCY, upon request, a medical record, proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY.

The students are responsible for health care costs related to student injury or illness occurring in the agency.

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

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

6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. The COLLEGE will provide orientation of the educational program for the AGENCY staff.
8. The students and instructors will safeguard 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. Certified Medical Assistant Faculty and CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have  
caused this instrument to be executed by its duly  
authorized officials the \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

**Agenda Item #9**

**Bid Committee Report**

**Olney Central College**

- 1. Information Systems Technology (IST) Laboratory Remodel @  
West Richland Center**

**Olney Central College (International)**

- 1. One 12-Passenger Van & One 7-Passenger Mini Van**

TO: Board of Trustees  
FROM: Bid Committee  
DATE: May 21, 2019  
RE: Information Systems Technology Laboratory Remodel

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

The Bid Committee recommends acceptance of the bid received that meets all specifications from John Flach Builders, Teutopolis, Illinois for a total of \$34,400.

<b>Information Systems Technology Laboratory Remodel</b>	
<b>Company</b>	<b>Total Bid</b>
Illini Builders Company of Olney Olney, IL	\$46,979
John Flach Builders Teutopolis, IL	\$34,400
Schuetz Companies LLC Olney, IL	\$38,705

Respectfully submitted,

Terry L. Bruce  
Ryan Hawkins  
Renee Smith

Department: Olney Central College – West Richland Center.

Source of Funds: 66343O-6343O-8400-308.

Rationale for Purchase: To remodel classroom space for new IST lab under Title 3.

The "Advertisement for Bids" was placed in the Wayne County Press for one (1) day.

TO: Board of Trustees  
FROM: Bid Committee  
DATE: May 21, 2019  
RE: 12-Passenger Van & 7-Passenger Mini Van

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

The Bid Committee recommends rejecting all bids at this time due to the price exceeding available budget.

<b>12-Passenger Van &amp; 7-Passenger Mini Van</b>	
<b>Company</b>	<b>Total Bid</b>
Max Dye – Chrysler, Dodge, Jeep, Ram, GMC Salem, IL (7-Passenger Van)	\$28,900

Respectfully submitted,

Terry L. Bruce  
Ryan Hawkins  
Renee Smith

Department: Olney Central College – International

Source of Funds: 018-8110D-8700-806

Rationale for Purchase: N/A

The "Advertisement for Bids" was placed in the Wayne County Press for one (1) day. In addition, individual invitations to bid were sent directly to twenty-seven (27) potential vendors.



### **Specifications for One (1) 12-Passenger Van**

2016 or Newer 12-Passenger Van, 30,000 miles or less (in-stock) meeting the following specifications:

- Extended Wheel Base
- Specify Remaining Warranty
- Gas V8
- Automatic 4-Speed
- 4-Wheel Anti-lock Brakes
- Power Steering
- Cruise Control
- Tilt Steering Wheel
- AM/FM Radio
- 3<sup>rd</sup> Row Seating
- Rubber Floor Mats (Optional)
- Front and Rear Heat
- Front and Rear Air Conditioning
- Intermittent Wipers (Optional)
- No Sliding Doors
- Body and Interior Must be in Excellent Condition
- Interior Must be Smoke Free/Odor Free

Bids should include photos of interior and exterior of the van being offered. A web link to the dealer's webpage having photos of the selected stock item is acceptable.

Note: Following Board approval, bids will be awarded on May 21, 2019.

### **Specifications for One (1) 7-Passenger Mini Van**

2016 or Newer 7-Passenger Mini Van, 30,000 miles or less (in-stock) meeting the following specifications:

- Specify Remaining Warranty
- Gas V6
- Automatic 4-Speed
- 4-Wheel Anti-lock Brakes
- Power Steering
- Cruise Control
- Tilt Steering Wheel
- AM/FM Radio
- Power Door Locks and Power Windows
- Rubber Floor Mats (Optional)
- Front and Rear Heat
- Front and Rear Air Conditioning
- Intermittent Wipers (Optional)
- Body and Interior Must be in Excellent Condition
- Interior Must be Smoke Free/Odor Free

Bids should include photos of interior and exterior of the van being offered. A web link to the dealer's webpage having photos of the selected stock item is acceptable.

Note: Following Board approval, bids will be awarded on May 21, 2019.

We will be purchasing two (2) vans and you may submit a bid for one (1) or both vans. Please list your bids below:

Van Year \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Bid \_\_\_\_\_

Van Year \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Bid \_\_\_\_\_

Van Year \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Bid \_\_\_\_\_

Van Year \_\_\_\_\_ Color \_\_\_\_\_ Mileage \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Bid \_\_\_\_\_

**All freight, delivery, municipal license and title charges are included in bid.**

Signature \_\_\_\_\_

Telephone # \_\_\_\_\_

Print Name \_\_\_\_\_

Fax # \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Agenda Item #10**

**District Finance**

**A. Financial Report**

**B. Approval of Financial Obligations**

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
April 30, 2019**

<b>FUND</b>	<b>BALANCE</b>
Educational	\$8,646,795.62
Operations & Maintenance	\$843,063.61
Operations & Maintenance (Restricted)	\$748,764.16
Bond & Interest	\$492,768.64
Auxiliary	\$645,894.44
Restricted Purposes	(\$233,657.42)
Working Cash	\$191,780.11
Trust & Agency	\$447,206.33
Audit	(\$3,348.13)
Liability, Protection & Settlement	\$724,534.46
<b>TOTAL ALL FUNDS</b>	<b>\$12,503,801.82</b>

Respectfully submitted,

Ryan Hawkins, Treasurer

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Comparative Combined Balance Sheets - All Funds**  
**April 30, 2019 & 2018**

	<b>ALL FUNDS</b>	
	<b>Fiscal Year 2019</b>	<b>Fiscal Year 2018</b>
<b>ASSETS:</b>		
CASH	\$ 12,503,802	\$ 12,569,793
IMPREST FUND	21,300	21,300
CHECK CLEARING	12,500	12,500
CDB PROJECT TRUST	75,913	-
INVESTMENTS	18,750,000	17,590,000
RECEIVABLES	3,043,510	3,214,605
INVENTORY	452,424	507,898
OTHER ASSETS	462,250	456,087
FIXED ASSETS (Net of Depr)	16,316,397	17,511,917
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>\$ 51,638,096</b>	<b>\$ 51,884,100</b>
 <b>LIABILITIES:</b>		
PAYROLL DEDUCTIONS PAYABLE	\$ 192,334	\$ (33,967)
ACCOUNTS PAYABLE	472,331	32,027
DEFERRED REVENUE	2,738,174	2,758,224
L-T DEBT GROUP (FUND 9)	7,370,668	9,391,550
OPEB (Prior Year Restated for GASB 75 Implementation)	15,228,583	15,463,329
OTHER LIABILITIES	433,291	431,352
<b>TOTAL LIABILITIES:</b>	<b>26,435,381</b>	<b>28,042,515</b>
 <b>FUND BALANCES:</b>		
FUND BALANCE	27,694,183	27,804,815
INVESTMENT IN PLANT (Net of Depr)	16,316,397	17,511,917
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(22,599,251)	(24,854,879)
RESERVE FOR ENCUMBRANCES	3,791,386	3,379,732
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>25,202,715</b>	<b>23,841,585</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>\$ 51,638,096</b>	<b>\$ 51,884,100</b>

ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 For the Periods Ended April 30, 2019 & 2018

	FY 2019 <u>YEAR-TO-DATE</u>	FY 2018 <u>YEAR-TO-DATE</u>
<b>REVENUES:</b>		
LOCAL GOVT SOURCES	\$ 7,218,991	\$ 6,910,526
STATE GOVT SOURCES	10,512,228	9,235,474
STUDENT TUITION & FEES	14,240,187	14,081,593
SALES & SERVICE FEES	2,819,758	2,839,061
FACILITIES REVENUE	27,795	13,934
INVESTMENT REVENUE	360,470	190,844
OTHER REVENUES	<u>1,109,744</u>	<u>297,412</u>
<b>TOTAL REVENUES:</b>	<u><u>36,289,173</u></u>	<u><u>33,568,844</u></u>
<b>EXPENDITURES:</b>		
INSTRUCTION	9,601,398	9,429,170
ACADEMIC SUPPORT	388,528	371,860
STUDENT SERVICES	1,388,160	1,253,463
PUBLIC SERV/CONT ED	13,997	2,530
OPER & MAINT PLANT	2,459,956	2,646,181
INSTITUTIONAL SUPPORT	7,851,407	7,118,387
SCH/STUDENT GRNT/WAIVERS	6,532,790	6,232,917
AUXILIARY SERVICES	<u>4,570,580</u>	<u>4,199,313</u>
<b>TOTAL EXPENDITURES:</b>	<u><u>32,806,816</u></u>	<u><u>31,253,821</u></u>
<b>TRANSFERS AMONG FUNDS:</b>		
INTERFUND TRANSFERS	<u>-</u>	<u>-</u>
<b>TOTAL TRANSFERS AMONG FUNDS:</b>	<u><u>-</u></u>	<u><u>-</u></u>
<b>NET INCREASE/DECREASE IN NET ASSETS</b>	<u><u>\$ 3,482,357</u></u>	<u><u>\$ 2,315,023</u></u>

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

College	Category	FISCAL YEAR 2017			FISCAL YEAR 2018			FISCAL YEAR 2019			% of Year
		Anticipated Budget	Spent Thru April	% of Bdgt	Anticipated Budget	Spent Thru April	% of Bdgt	Anticipated Budget	Spent Thru April	% of Bdgt	
Frontier	Bills		\$ 1,500,246			\$ 1,337,985			\$ 1,471,726		
	Payroll		1,793,512			1,759,157			1,795,238		
	Totals	\$ 4,089,274	3,293,758	81%	\$ 4,189,416	3,097,142	74%	\$ 4,550,604	3,266,964	72%	83%
Lincoln Trail	Bills		1,557,831			\$ 1,733,809			1,791,314		
	Payroll		1,792,831			1,887,500			1,929,497		
	Totals	\$ 4,198,705	3,350,662	80%	\$ 4,531,653	3,621,309	80%	\$ 4,788,234	3,720,811	78%	83%
Olney Central	Bills		1,797,311			1,911,080			1,981,412		
	Payroll		3,740,605			3,806,169			3,828,182		
	Totals	\$ 7,158,163	5,537,916	77%	\$ 7,303,330	5,717,249	78%	\$ 7,449,755	5,809,594	78%	83%
Wabash Valley	Bills		2,539,972			2,362,234			2,474,669		
	Payroll		2,614,427			2,448,289			2,556,880		
	Totals	\$ 6,124,837	5,154,399	84%	\$ 6,136,568	4,810,523	78%	\$ 6,236,897	5,031,549	81%	83%
Workforce Educ.	Bills		3,240,816			2,807,660			2,946,764		
	Payroll		1,096,548			983,900			980,736		
	Totals	\$ 5,106,047	4,337,364	85%	\$ 4,869,942	3,791,560	78%	\$ 4,258,339	3,927,500	92%	83%
District Office	Bills		248,486			264,753			268,374		
	Payroll		861,924			860,355			917,351		
	Totals	\$ 1,349,414	1,110,410	82%	\$ 1,614,463	1,125,108	70%	\$ 1,519,023	1,185,725	78%	83%
District Wide	Bills		1,261,325			1,390,803			1,647,980		
	Payroll		668,008			657,623			703,567		
	Totals	\$ 2,339,438	1,929,333	82%	\$ 2,705,152	2,048,426	76%	\$ 2,883,536	2,351,547	82%	83%
<b>GRAND TOTALS</b>		<b>\$30,365,878</b>	<b>\$ 24,713,842</b>	<b>81%</b>	<b>\$ 31,350,524</b>	<b>\$24,211,317</b>	<b>77%</b>	<b>\$ 31,686,388</b>	<b>\$25,293,690</b>	<b>80%</b>	<b>83%</b>



**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**April 30, 2019**

	FY 2019		FY 2018		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	\$ 12,711,452	50.26%	12,402,993	51.23%	\$ 308,459	2.487%
Employee Benefits	2,264,415	8.95%	2,208,309	9.12%	56,106	2.541%
Contractual Services	930,411	3.68%	696,925	2.88%	233,486	33.502%
Materials	1,270,198	5.02%	1,148,674	4.74%	121,524	10.580%
Travel & Staff Development	175,244	0.69%	162,089	0.67%	13,155	8.116%
Fixed Charges	129,363	0.51%	133,446	0.55%	(4,083)	-3.060%
Utilities	1,037,621	4.10%	1,064,569	4.40%	(26,948)	-2.531%
Capital Outlay	137,583	0.54%	50,977	0.21%	86,606	169.892%
Other	6,637,403	26.24%	6,343,335	26.20%	294,068	4.636%
	<u>\$ 25,293,690</u>	<u>100.00%</u>	<u>24,211,317</u>	<u>100.00%</u>	<u>\$ 1,082,373</u>	<u>4.471%</u>

**Agenda Item #11**

**Chief Executive Officer's Report**

**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:** Terry L. Bruce  
**DATE:** May 17, 2019  
**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.1, 400.5, and 400.6 have been sent under separate cover.

# INDEX

- 400.2. Employment of Personnel**
- 400.2 Academic Rank Change from Instructor to Assistant Professor**
- 400.3. Academic Rank Change from Assistant Professor to Associate Professor**
- 400.4 Academic Rank Change from Assistant Professor to Professor**
- 400.5 Resignation Ratification**
- 400.6 Retirement Ratification**

# **PERSONNEL REPORT**

## **400.1. Employment of Personnel**

### **A. Faculty**

1. Vanessa Lowe, Nursing Instructor, OCC/WVC, effective August 8, 2019.
2. Gerry Kinney, EDS Instructor, FCC, effective August 8, 2019.

### **B. Professional, Non-Faculty**

1. Amy Theriac, Coordinator of Financial Aid, LTC, effective June 3, 2019.

## **400.2. Academic Rank Change from Instructor to Assistant Professor**

### **A. Faculty**

1. Jacy Ghast

## **400.3 Academic Rank Change from Assistant Professor to Associate Professor**

### **A. Faculty**

1. Cheryl Dill
2. Chris Mathews
3. Linda Monge

## **400.4. Academic Rank Change from Assistant Professor to Professor**

### **B. Faculty**

1. David Denton
2. John Kendall

## **400.5. Resignation Ratification**

### **A. Maintenance/Custodial**

1. Stuart Balding, Custodian, WVC, effective May 28, 2019.

## **400.6 Retirement Ratification**

### **A. Administration**

1. Terry Bruce, Chief Executive Officer, DO, effective July 1, 2019.



**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	\$7,569,800	_____							
Applied Arts Building Roof - WVC	CDB	\$295,000	_____							
<b>GRAND TOTAL</b>		<b>\$13,094,700</b>	<b>Board Approval</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>	<b>100% Completed</b>	<b>Fully Accepted</b>

4/30/2019