

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

January 21, 2020



Location:

**Wabash Valley College
2200 College Drive
Mt. Carmel, Illinois 62863**

**Dinner – 6:00 p.m. – Cafeteria
Meeting – 7:00 p.m. – Science Building Room 61**

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

**Illinois Eastern Community Colleges
Board Agenda**

January 21, 2020

7:00 p.m.

**Wabash Valley College
Science Building Room 61**

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes Interim CEO Holt
3. Recognition of Visitors and Guests Holt
 - 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) Holt
 - A. None
7. Policy Second Reading Holt
 - A. None
8. Staff Recommendations for Approval
 - A. Employee Satisfaction Survey Results Martin
 - B. Cooperative Agreement with Rend Lake College Martin
 - C. Articulation Agreement with SIU-C Martin
 - D. Articulation Agreement with SIU-C Martin
 - E. Affiliation Agreements Holt
 - Sarah Bush Lincoln – Medical Office Careers Program – OCC
 - Women’s Hospital – ADN – IECC
 - Clay County Hospital – Phlebotomy – OCC
 - Fairfield Memorial Hospital – Paramedic Education – FCC
 - The Carle Foundation – Paramedic Education - IECC

9. Bid Committee Report..... Holt
A. Hand Held Welders – OCC
10. District Finance
A. Financial Report Hawkins
B. Approval of Financial Obligations Hawkins
11. Chief Executive Officer’s Report..... Holt
12. Executive Session..... Holt
13. Approval of Executive Session Minutes
A. Written Executive Session Minutes..... Holt
B. Audio Executive Session Minutes Holt
14. Approval of Personnel Report Holt
15. Collective Bargaining..... Holt
16. Litigation Holt
17. Other Items
18. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, December 10, 2019.

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

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

John Brooks, Gary Carter, Brenda K. Culver, G. Andrew Fischer, Al Henager, Jan Ridgely. Trustees absent: James Lane . Student Trustee Corey Hall was absent. 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:

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.

Tara Buerster, Director of Human Resources.

Alex Cline, Director of Information Technology and Communications.

Ryan Hawkins, Chief Finance Officer.

Holly Martin, Chief Academic Officer.

Renee Smith, Assistant to CEO/Board Secretary.

Chairman Fischer announced that Trustee James Lane has resigned his position on the Board in order to avoid conflict of interest with his application for the position of IECC Chancellor.

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

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

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

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

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: None.

#5-B. Report from Presidents: Informational reports including the announcement of upcoming events were provided by the College Presidents.

#5-C. Report from Cabinet: None.

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

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

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

#8-A. Articulation Agreement with Vincennes University: Vincennes University has requested approval of a transfer agreement between Illinois Eastern Community Colleges and Vincennes University that will facilitate transfer from IECC’s Associate in Science and Arts Degree with a concentration in Education to Vincennes University’s Bachelor of Science in Special Education, Mild Intervention K-12. The proposed agreement is listed in full in the Board agenda.

Board Action: Trustee Brenda Culver made a motion to approve the articulation agreement with Vincennes University 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, Jan Ridgely. Student Advisory Vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8B. Motorcycle Safety Training Agreements: The CEO recommended approval of a motorcycle safety training agreement with Southern Illinois University at Carbondale for each of the four IECC colleges for 2020. The agreements for FCC, LTC, OCC, and WVC are listed in full in the board agenda.

Board Action: Trustee Gary Carter made a motion to approve the Motorcycle Safety Training Agreements between Southern Illinois University at Carbondale for Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College. 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, Jan Ridgely. Trustees voting nay: None. Student advisory vote: Absent. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Affiliation Agreements: The CEO recommended approval of affiliation agreements with Crawford Memorial Hospital, Carle Foundation Hospital, Good Samaritan Hospital, and Lawrence County Hospital for the FCC and OCC Phlebotomy Programs. The agreements are listed in full in the Board Agenda.

Board Action: Trustee Al Henager made a motion to approve the standard affiliation agreements with Crawford Memorial Hospital, Carle Foundation Hospital, Good Samaritan Hospital, and Lawrence County Hospital for the Phlebotomy Programs at FCC and OCC as presented in full in the Board agenda. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “Bid Committee Report” – The following bid committee reports were presented for approval:

TO: Board of Trustees
 FROM: Bid Committee
 DATE: December 10, 2019
 RE: Design & Construction of New Exterior Electronic Sign

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 from T. Ham Sign Inc. for a total of \$59,350.89.

Company	Total Bid
Double D Signs Teutopolis, IL	\$52,800
Martin Branding Group, Inc. River Forest, IL	\$98,000 – Mixed Facade \$100,350 – Brick Facade
T. Ham Sign, Inc. Mt. Vernon, IL	\$59,350.89

Respectfully submitted,
 Ryan Hawkins
 Marilyn Holt
 Renee Smith

Department: Frontier Community College.
 Source of Funds: 014-5510F-8700-806

Rationale for Purchase: The proposal received meets all specifications required.

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

TO: Board of Trustees
 FROM: Bid Committee
 DATE: December 10, 2019
 RE: On Highway Engine & Off Highway Engine

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

The Bid Committee elected to reject the bid received from 9th Street Parts, LLC for the On Highway Engine. The Bid Committee recommends acceptance of the bid received from Fabick Power Systems for a total of \$83,676 for the Off Highway Engine, pending final approval by the United States Department of Commerce.

On Highway Engine	
Company	Total Bid
9 th Street Parts, LLC Mt. Carmel, IL	\$57,590

Off Highway Engine	
Company	Total Bid
9 th Street Parts, LLC Mt. Carmel, IL	\$79,950
Fabick Power Systems Green Bay, WI	\$83,676

Respectfully submitted,

Ryan Hawkins
 Marilyn Holt
 Renee Smith

Department: Wabash Valley College Diesel Equipment Technology.

Source of Funds: This bid is partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration for \$600,000. The equipment in this grant will be paid for 50% by the EDA and 50% by IECC.

Rationale for Purchase: The Off Highway Engine proposal from Fabick Power Systems received meets all specifications required.

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

Board Action: Trustee Gary Carter made a motion to approve the bid committee report recommendations as presented for the Design & Construction of New Exterior Electronic Sign at FCC. Trustee John Brooks seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

Trustee Al Henager made a motion to approve the recommendations of the bid committee to accept one bid for inside equipment and reject one bid for highway equipment as presented for the purchase of instructional equipment at WVC. Trustee Brenda Culver seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

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

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer’s report, showing the balance in all funds as of November 31, 2019.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for December 2019 totaling \$879,503.13 were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Jan Ridgely made a motion to approve payment of district financial obligations for December 2019, in the amounts listed. 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, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Chief Executive Officer’s Report” – None.

AGENDA #12 – “Executive Session” – The Board of Trustees went into Executive Session under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district, under Section 2(c) (11) Litigation, under 2(c) (7) Setting the Price for Sale or Lease of Property, and under 2 (c) (3) Selection of a Person to Fill a Vacancy. Trustee Brenda Culver made a motion to go into closed session at 7:47 p.m.. The motion was seconded by Trustee Gary Carter 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, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried. The closed session began at 7:55 p.m. and adjourned and reconvened in open public session after a motion was made by Trustee Brenda Culver and the motion was seconded by Trustee Gary Carter. A voice vote was taken and the Chair declared the “Ayes” have it, the closed meeting was adjourned and there being a quorum present, the Board of Trustees reconvened the regular open meeting for the transaction of business at 8:53 p.m.

(Note: Separate minutes have been prepared for the foregoing closed meeting.)

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

#13-A. Written Executive Session Minutes: No executive session was held during the regular meeting, Tuesday, November 19, 2019.

#13-B. Audio Recordings of Executive Sessions: No executive session was held during the regular meeting, Tuesday, November 19, 2019.

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

The following written executive session minutes were reviewed in June 2019 and the decision was made at that time to keep them closed:

1. Tuesday, June 20, 1995.
2. Tuesday, August 15, 1995.
3. Tuesday, September 19, 1995.
4. Friday, August 2, 1996.
5. Tuesday, January 17, 2012.
6. February 19, 2019.

B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in December 2019:

1. July 16, 2019.
2. October 15, 2019

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

1. May 21, 2019.

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

1. February 19, 2019
2. May 21, 2019.
3. July 16, 2019.
4. October 15, 2019.

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

1. None.

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

1. Tuesday, June 18, 2019.
2. Tuesday, August 20, 2019.
3. Tuesday, September 17, 2019.

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

1. None.

Board Action: Trustee Al Henager made a motion to adopt the foregoing report and recommendations as outlined, for minutes of executive sessions held on the dates listed. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion is adopted.

AGENDA #14. Personnel Report: Tara Buerster presented the following personnel report and the CEO recommended approval.

400.1. Employment of Personnel

A. Faculty

1. Jared Gullett, Health Careers Instructor, LTC, effective January 2, 2020, pending successful completion of background check.
2. Ronda Hockgeiger, Social Services Specialist Instructor, WVC, effective January 2, 2020.
3. Tina Lindley, Process Technology Instructor, LTC, effective January 2, 2020.

B. Classified

1. Tracy Chastain, Maintenance/Custodian, OCC, effective January 2, 2020.

400.2. Adjustment in Hourly Rate

A. Professional/Non-Faculty, Non-Exempt

1. Mark Smith, Building Manager, WRC, effective December 11, 2019.

400.3. Special Assignment – Frontier Community College

A. Other

1. Kent Staley, Interim O & M Team Leader, \$7,500 per fiscal year, effective November 18, 2019.

#14-A. Board Action to Addend Personnel Report: Trustee Al Henager made a motion to addend the Personnel Report, add an addendum for item 400.2 to make the adjustment in hourly rate effective November 20, 2019. Trustee Gary Carter 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.

#14-B. Board Action to Approve Amended Personnel Report: Trustee Al Henager made a motion to approve the Amended Personnel Report 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, Jan Ridgely. Student advisory vote: Absent. Trustees voting nay: None. Trustees absent: None. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – Collective Bargaining – None.

AGENDA #16 – Litigation – None.

AGENDA #17 – Other Items – None.

fAGENDA #18 – Adjournment – Trustee Brenda Culver made a motion to adjourn. Trustee Jan Ridgely seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 9:03 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

Employee Satisfaction Survey Results

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: January 21, 2020
RE: Employee Satisfaction Survey Results FY2020

In the fall of each year, IECC employees are given the opportunity to review the operation of the District and its four colleges.

Employees identify their work location, classification, whether they were employed full- or part-time, and their years of service. The employees review compensation and benefits, communication and collaboration, work conditions, development and training opportunities, the evaluation process and opportunities for advancement, as well as providing administrative and supervisor feedback. The survey concludes with a rating of their overall satisfaction and likelihood to recommend IECC as an employer and to prospective students. Overall, 91% of employees are satisfied with their employment.

The strengths were identified by selecting the five highest levels of agreement which include the following:

97% of employees indicate that their college/worksite administrators are committed to the mission and values.

97% of employees indicate that the District Office administration is committed to the mission and values.

96% of employees indicate the college/worksite administrators are available to staff and faculty.

95% of employees indicate they are empowered to make decisions to get the job done successfully.

95% of employees indicate their supervisors are open to suggestions, elicits feedback, and values the opinion of their employees.

The weaknesses were identified by including the five lowest levels of agreement which include the following:

75% of employees indicate that there are opportunities for promotions and advancement.

78% of employees indicate that they are compensated fairly.

86% of employees indicate that the evaluation process is constructive and encourages them to enhance their job performance.

86% of employees indicate that their benefits are appropriate and sufficient.

89% of employees indicate they are empowered to collaborate with colleagues throughout the district.

Overall, the survey results show that employees are satisfied with their employment and the operation of the District.

I ask for the Board's acceptance of the FY20 Employee Satisfaction Survey results.

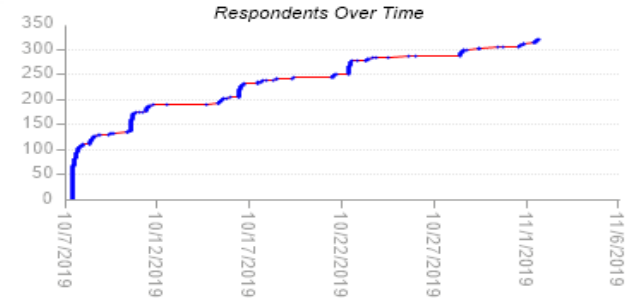
MH/rs

Illinois Eastern Community Colleges FY20 Employee Satisfaction Survey Administration Report

Participation by Work Location

District Office	32 (9.97%)
Frontier Community College	58 (18.07%)
Lincoln Trail College	58 (18.07%)
Olney Central College	81 (25.23%)
Wabash Valley College	67 (20.87%)
Workforce Development	25 (7.79%)

Email Response Rate: 36.77%
Total Complete: 303
Percent Complete: 94.39%



IECC FY2020 Employee Satisfaction Survey

321
Respondents

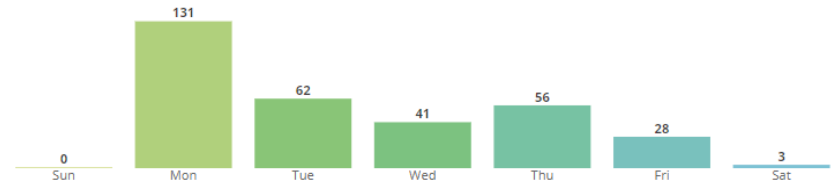
Time On Survey



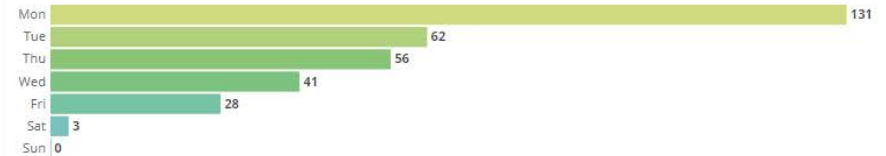
Time On Survey

12m 24s
Average Time
to Complete

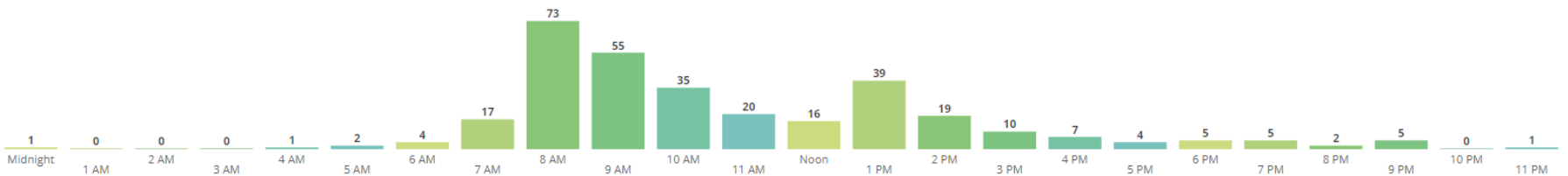
Respondents by Day of Week



Respondents by Day of Week



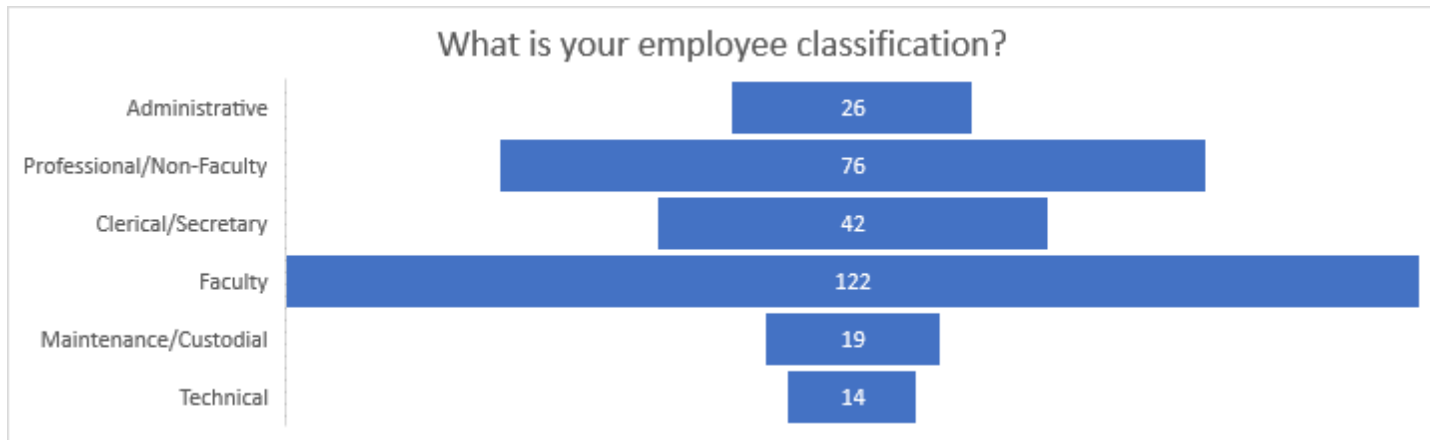
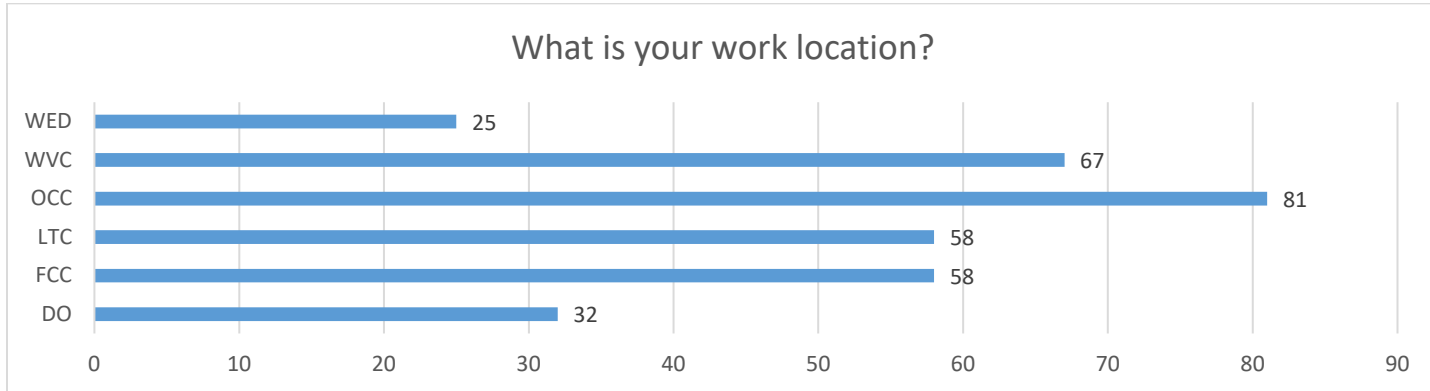
Respondents by Hour of Day



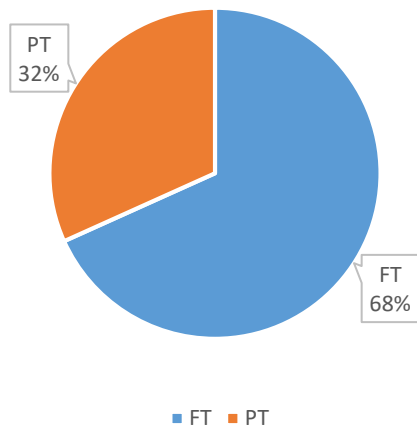
Illinois Eastern Community Colleges

Employee Satisfaction by College/Worksite Cabinet Report

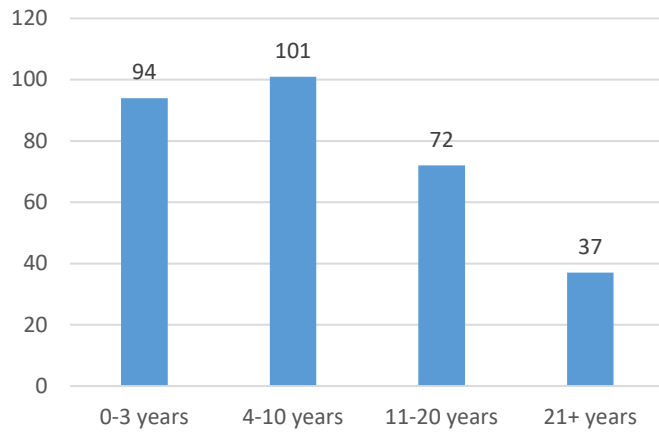
Survey Overview (Who Completed the Survey?)



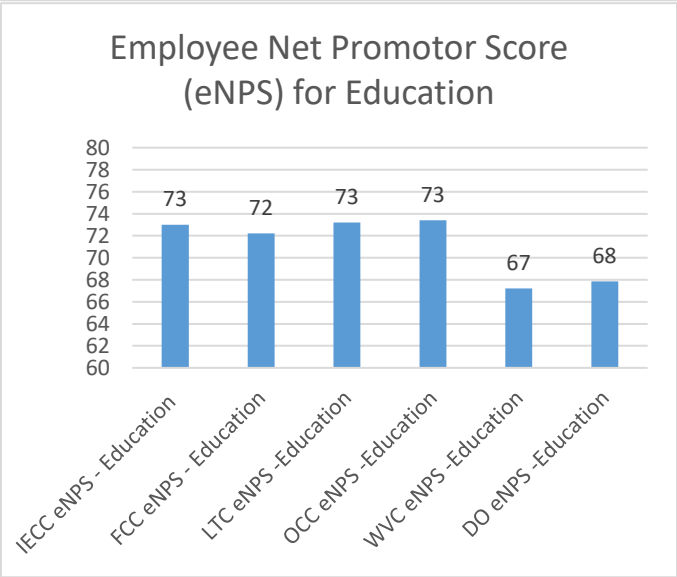
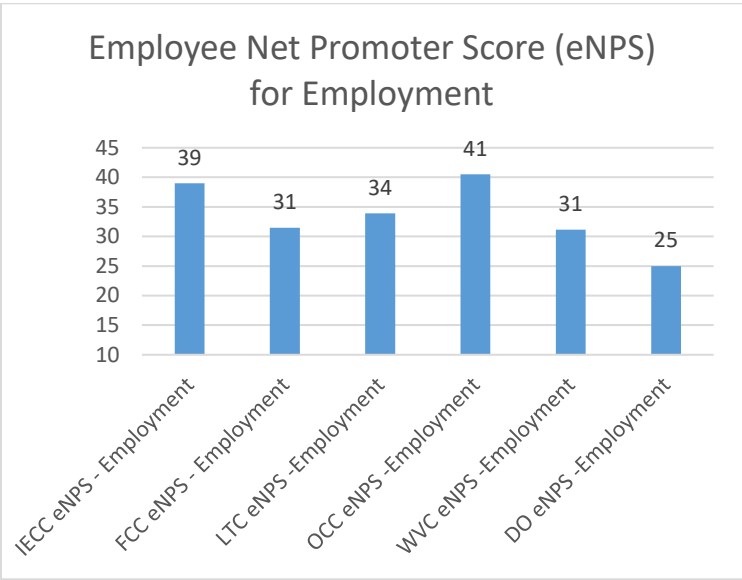
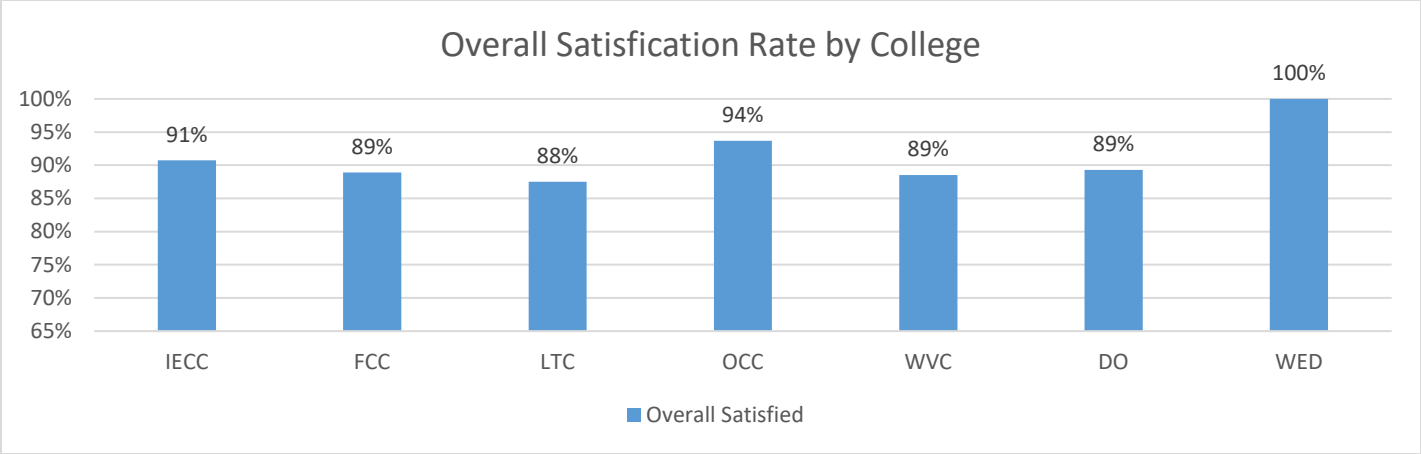
Do you work full or part-time?



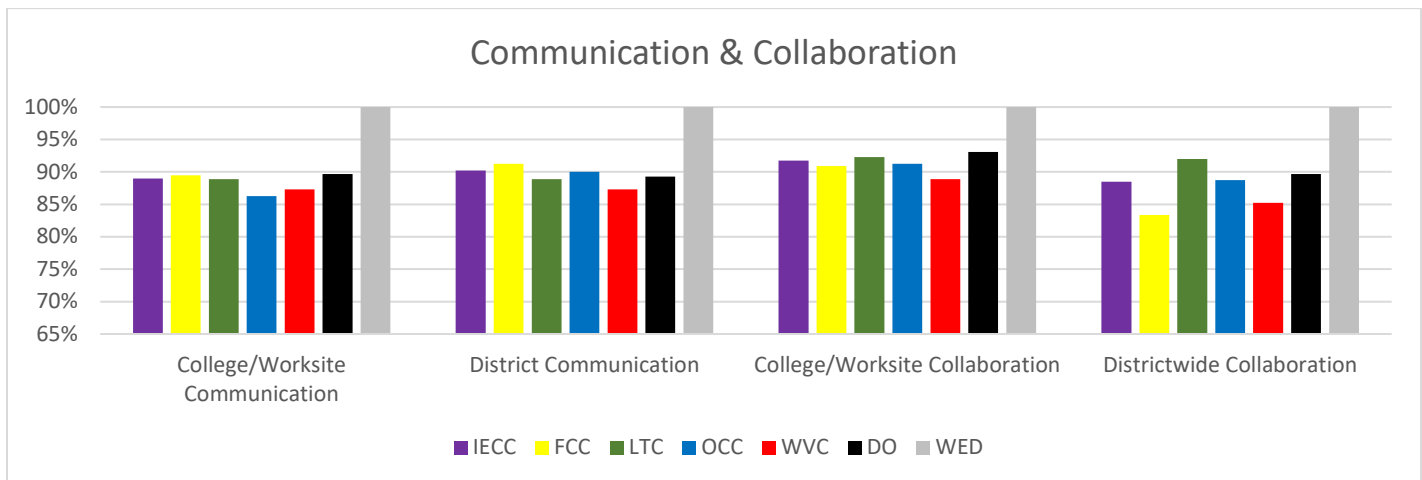
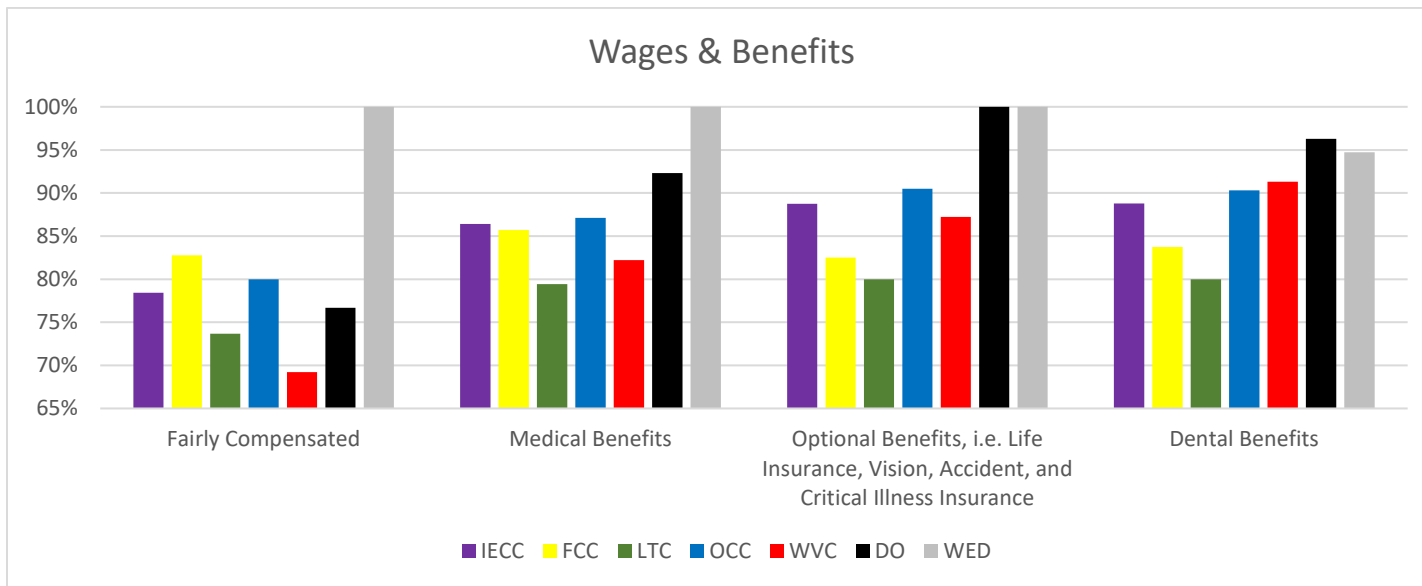
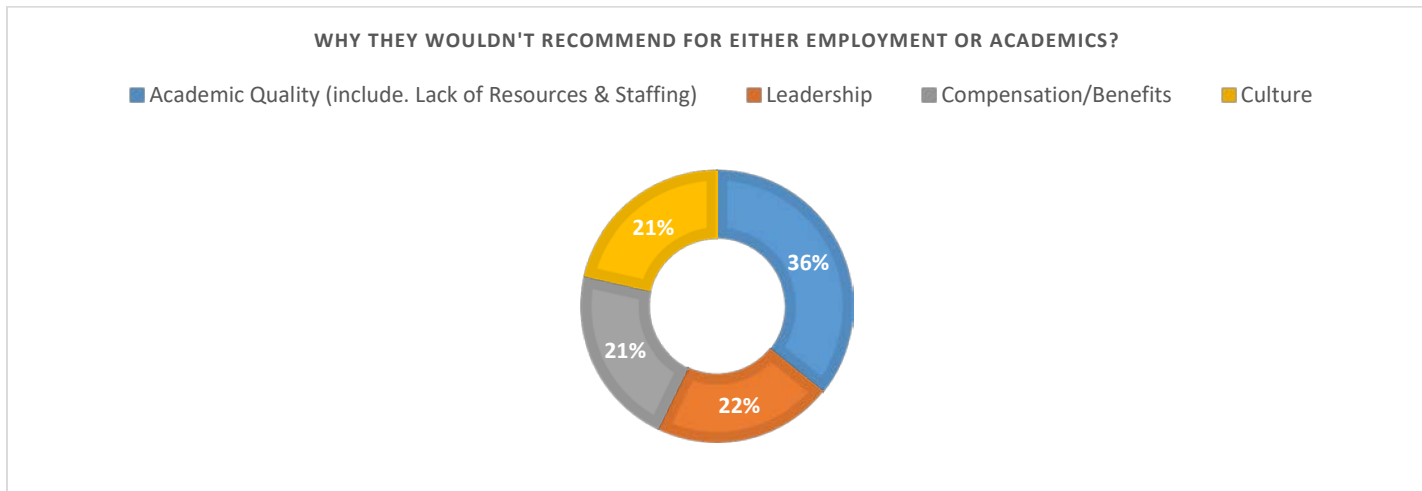
How many years of service have you completed?



Employee Satisfaction & Employee Net Promoter Scores (Are they satisfied with employment?)



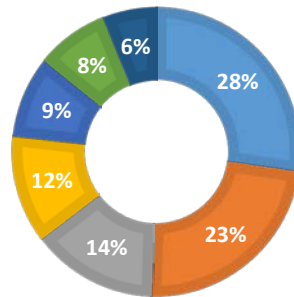
What are they saying?



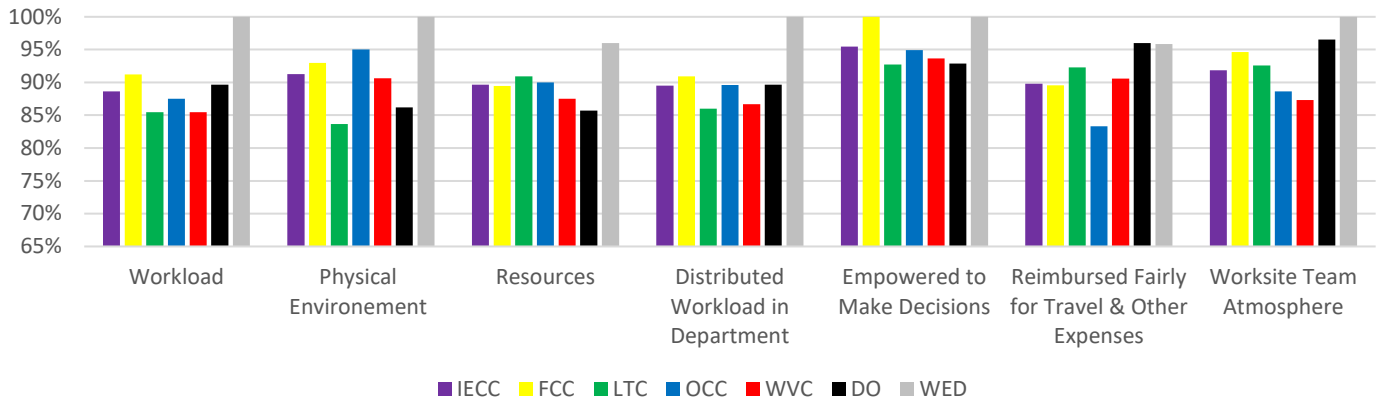
What are they saying?

WHAT ARE THEY SAYING ARE THE BARRIERS TO COLLABORATION?

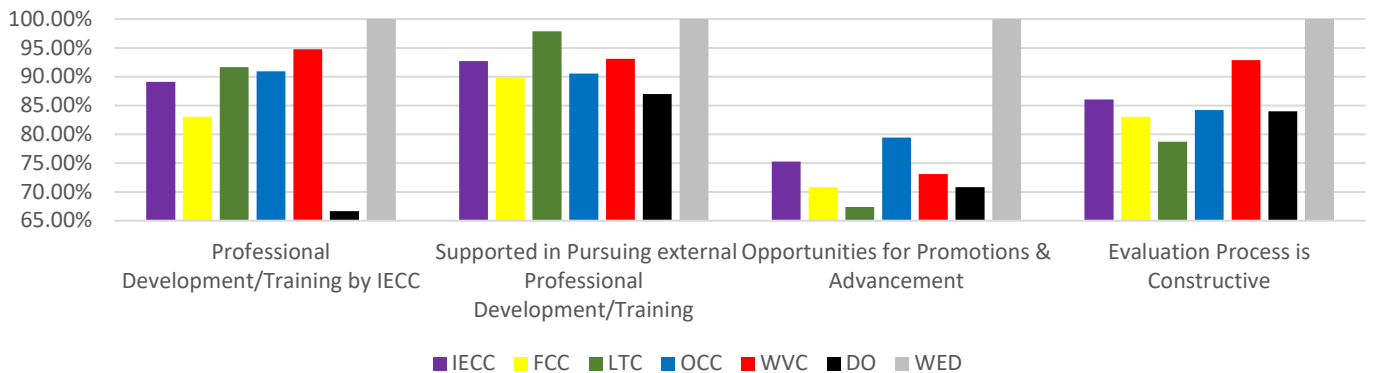
- Lack of Institutional Support/Leadership/Action
- Workload/Time Available
- Poor Communication across District/College
- Distance/Geography/Work location
- Competition between each college
- Lack of Interest/Not Prioritized by Colleagues
- Inconsistent Processes across Colleges

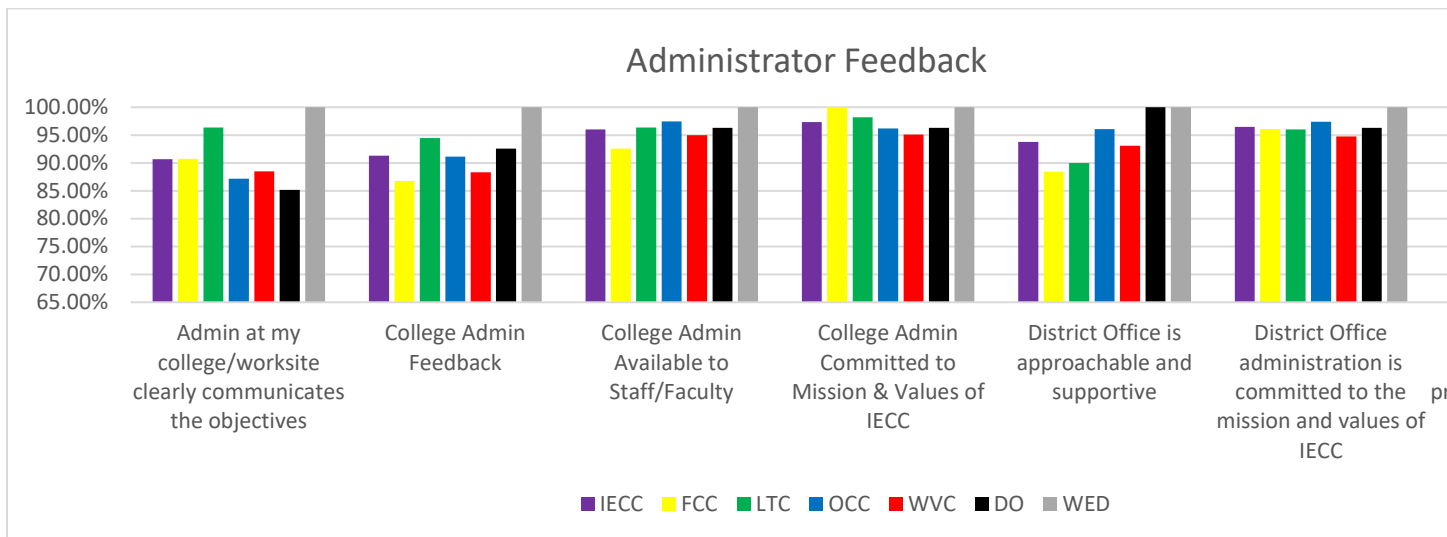
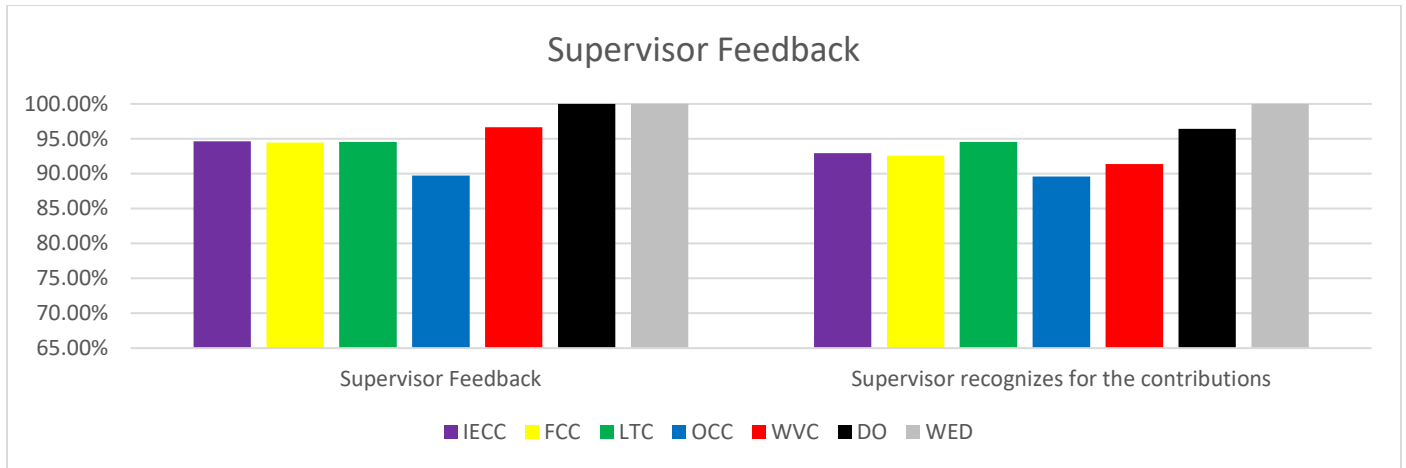


Work Conditions



Professional Development & Advancement





IECC Employee Satisfaction Survey - Strengths & Weaknesses Rankings

College Admin Committed to Mission & Values of IECC	97.33%	Strengths
District Office administration is committed to the mission and values of IECC	96.50%	
College Admin Available to Staff/Faculty	95.99%	
Empowered to Make Decisions	95.44%	
Supervisor Feedback	94.65%	
District Office is approachable and supportive	93.75%	
Supervisor recognizes for the contributions	92.93%	
Supported in pursuing external professional development/draing	92.73%	
Trust the district administration, presidents, and deans to make the right decisions for IECC	91.92%	

Worksite Team Atmosphere	91.83%
College/Worksite Collaboration	91.75%
Physical Environment	91.29%
College Admin Feedback	91.28%
Overall Satisfied	90.76%
Administration at my college/worksite clearly communicates the objectives	90.67%
District Communication	90.20%
Reimbursed fairly for travel & other expenses	89.80%
Resources	89.64%
Distributed workload in department	89.53%
Professional development/training by IECC	89.08%
College/Worksite communication	88.96%
Dental Benefits	88.79%
Optional Benefits, i.e. Life Insurance, Vision, Accident, and Critical Illness Insurance	88.74%
Workload	88.64%
Districtwide Collaboration	88.51%
Medical Benefits	86.40%
Evaluation Process is Constructive	86.02%
Fairly Compensated	78.41%
Opportunities for Promotions & Advancement	75.29%

Weaknesses

Agenda Item #8B

Cooperative Agreement with Rend Lake College

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: January 21, 2020
RE: Joint Agreement for Dual Credit Educational Cooperation between Rend Lake College and Illinois Eastern Community Colleges-Frontier Community College

A joint agreement for dual credit educational cooperation between Rend Lake College (RLC) and Illinois Eastern Community Colleges (IECC) has been developed for the purpose of providing additional educational programs to the high school students of each district. RLC and IECC follow the Dual Credit Quality Act (110 ILCS 27).

Illinois Eastern Community Colleges agrees to accept students from Rend Lake College in designated courses in the Entrepreneurship program at Frontier Community College. The agreement will be effective for the 2019-2020 and 2020-2021 academic years. The agreement may be terminated at any time by the participating colleges. In the event of such termination, students who have entered the educational programs/courses covered by this agreement shall be allowed to complete.

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

MH/rs

**A JOINT AGREEMENT FOR DUAL CREDIT EDUCATIONAL COOPERATION
BETWEEN
REND LAKE COLLEGE, DISTRICT #521
AND
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529
FRONTIER COMMUNITY COLLEGE**

This agreement effective Fall 2019 – Spring 2021 entered into between the Board of Trustees of the above listed community colleges for the expressed purpose of providing additional educational programs to the high school students of each district. The above listed community colleges will follow the Dual Credit Quality Act (110 ILCS 27).

Purpose

It is the desire of the districts entering into this agreement to expand dual credit educational services to their respective high school students.

I. Instructional Identification

For the purpose of this agreement, the college district sending the students to another college will be referred to as the “sending district” and the college receiving students from another district will be referred to as the “receiving district”.

II. Educational Programs/Courses

Any educational program/course offered by and between the parties to this agreement shall be approved by the Illinois Community College Board and the Board of Higher Ed. Dual credit courses can be established upon the receiving institution ensuring the courses meet its dual credit standards.

Rend Lake College, District #521, agrees to accept dual credit students from Frontier Community College, an Illinois Eastern Community College District #529, as follows:

HIGH SCHOOL	PROGRAM	RLC COURSE

Illinois Eastern Community College District #529, Frontier Community College agrees to accept students from Rend Lake College, District #521, as follows:

HIGH SCHOOL	PROGRAM	FCC COURSE
Wayne City High School	Entrepreneurship	BUS 1101 – Intro to Business – 3 cr hrs
Wayne City High School	Entrepreneurship	ENT 1210 – Intro to Entrepreneurship – 3 cr hrs
Wayne City High School	Entrepreneurship	ENT 1298 – Entrepreneur Topics/Issues – 4 cr hrs
Wayne City High School	Entrepreneurship	ENT 2210 – Business Portfolio – 2 cr hrs

The sending district will provide placement test scores to the receiving district if required for any of its in-district students.

III. STUDENT ENROLLMENT AND RESPONSIBILITY

The cooperating institutions allow program/course enrollment included in this agreement on the same basis as enrollment for in-district students. High schools wishing to pursue a course contained in this agreement may enter into an agreement with the receiving college. Students will pay any charges assessed per the district schools MOU with the receiving college. The students from the sending district will assume the same responsibilities and comply with the same rules and regulations as in-district students of the receiving district.

IV. RECEIVING DISTRICT'S RESPONSIBILITIES

The receiving district shall maintain academic control of its courses.

The receiving district will maintain the official records which include the student's transcript, grades, and other related records. The receiving district will award any certificate earned by the student.

The receiving district shall, at the end of each semester, provide the sending district with a listing of the sending district's students, name of the course(s) enrolled, and the number of credit hours they were enrolled in each of the courses covered by this agreement during the preceding semester.

The receiving college will notify the sending college before the receiving college conducts recruitment activities for programs outlined in this agreement within the sending college's district. At no time will a receiving college recruit students for programs/courses not listed in this agreement within the sending college's district.

V. FINANCE

The receiving district shall claim credit hours or other state and federal reimbursement normally received for students of its district for any course contained in this agreement but will receive no equalization for these students. The sending district will pay no chargeback to the receiving district for any program/course contained in this agreement, but will receive equalization for these students.

Procedurally, high schools who wish to enroll their students at the receiving district in any of the courses herein identified will secure from their sending district a letter designating them as eligible to participate in the specific program/course covered by this cooperative agreement. The letter will be sent directly to the receiving district.

VI. PUBLICITY AND CATALOG

The receiving and sending districts may assist each other in distributing information about programs/courses covered under this agreement to high schools within their respective districts.

VII. AMENDMENTS TO AGREEMENT

This agreement will be reviewed annually or at any time by mutual written consent of the participating colleges. Such amendments and/or revisions shall be prepared in the form of an addendum agreement.

VIII. TERMINATION

This agreement may be terminated at any time by the participating colleges. In the event of such termination, students who have entered the educational programs/courses covered by this agreement shall be allowed to complete.

The following responsible college representatives commit the aforementioned agencies to this joint agreement.

**REND LAKE COLLEGE
District #521**

President

Chairman, Board of Trustees

Date

**ILLINOIS EASTERN COMMUNITY COLLEGE
District #529
Frontier Community College**

President

Chairman, Board of Trustees

Date

Agenda Item #8C

Articulation Agreement with SIU-C

**A.A.S Agricultural Technology/Production to B.S. Animal Science Production in the
College of Agricultural Sciences**

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: January 21, 2020

RE: Program Articulation Agreement between IECC and Southern Illinois University-Carbondale

The following Program Articulation Agreement between IECC and Southern Illinois University-Carbondale will allow graduates of IECC's Associate in Applied Science degree in Agricultural Technology/Production who meet SIU Carbondale's entrance requirements to be considered, based upon the Department's enrollment criteria and space availability, for admission into SIU Carbondale's Bachelor of Science degree in Animal Science Production in the College of Agricultural Sciences.

This Program Articulation Agreement will allow IECC and SIU Carbondale to form a cooperative relationship to better serve our students by facilitating transfer, minimizing duplication of instruction and build on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties, and shall remain in effect for a period of five years thereafter. The parties may renew or extend this agreement only by written notification signed by the authorized representatives of each party. This agreement may be terminated by either party, with or without cause, upon 60 days advance written notice. No qualified student then-enrolled shall be deprived the opportunity to complete the program requirements solely due to termination.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIU Carbondale.

MH/rs

Attachment

PROGRAM ARTICULATION AGREEMENT
BETWEEN
ILLINOIS EASTERN COMMUNITY COLLEGES
OLNEY, IL
AND
SOUTHERN ILLINOIS UNIVERSITY CARBONDALE
CARBONDALE, IL

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this agreement is entered into this _____ day of _____, 2019 by and between Illinois Eastern Community Colleges and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

I. TERM AND TERMINATION

- A. Term. This Agreement shall commence as of the Effective Date (or if no Effective Date is indicated upon the date the Agreement is fully executed by the Parties) and shall remain in effect for a period of five (5) years thereafter. The Parties may renew or extend this Agreement only by written instrument signed by the authorized representatives of each Party.
- B. Termination. This Agreement may be terminated by either Party, with or without cause, upon 60 days advance written notice. The Parties agree that no additional students shall be accepted into the program after a Party's receipt of any written notice of termination. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

II. TRANSFER REQUIREMENTS

- A. All graduates of Illinois Eastern Community Colleges with an Associate in Applied Science (A.A.S.) degree in Agricultural Technology/Production and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Animal Science (ANS) Production in the College of Agricultural Sciences based upon the Department's enrollment criteria and space availability.
- B. An Illinois Eastern Community College graduate receiving an A.A.S. in Agricultural Technology/Production degree will be considered for admission to SIU Carbondale's Animal Science (ANS) Production program if the following are met:

1. The student has earned a minimum of 72 semester hours transferable to SIU Carbondale
 2. The student has earned an overall grade point average (GPA) of 2.0 or above (4.0 scale) for his or her collegiate work as calculated by SIU Carbondale's grading regulations
 3. Confirmation by the SIU Carbondale College of Agricultural Sciences that the student has satisfactorily completed the following courses as part of the A.A.S in Agricultural Technology/Production degree at Illinois Eastern Community College:
 - AGP 1201-1, *Agri-Production Seminar I*
 - AGP 1215-3, *Crop Production*
 - AGP 1231-3, *Farm Management*
 - AGP 1261-2, *Supervised Occupational Experience I*
 - AGP 1262-2, *Supervised Occupational Experience II*
 - AGP 2202-1, *Agri-Production Seminar II*
 - AGP 2203-1, *Agri-Production Seminar III*
 - AGP 2204-1, *Agri-Production Seminar IV*
 - AGP 2263-2, *Supervised Occupational Experience III*
 - AGP 2264-2, *Supervised Occupational Experience IV*
 - AGR 1111-4, *Introduction to Soil Science*
 - AGR 1112-4, *Introduction to Agronomy*
 - AGR 1121-4, *Introduction to Animal Science*
 - AGR 1132-3, *Introduction to Agri Economics*
 - AGR 1191-3, *Introduction to Ag Mechanization*
 - AGR 1210-3, *Precision Agriculture*
 - AGR 1213-3, *Soil Fertility & Fertilizers*
 - AGR 1214-3, *Crop Protection*
 - AGR 1231-3, *Ag Records & Analysis*
 - AGR 2221-3, *Animal Nutrition*
 - AGR 2234-3, *Agricultural Finance*
 - AGR 2252-3, *Advanced Computers in Ag*
 - EDU 1108-2, *Standard Red Cross First Aid*
 - ENG 1111-3, *Composition I*
 - GEN 2297-2, *Employment Skills*
 - Approved Ag Elective - 3 hours
 - MTH 1171-5, *Calculus & Analytical Geometry I*
- C. Acceptance into the Capstone Option reduces the University Core Curriculum for the A.A.S. degree recipient in Agricultural Technology/Production pursuing the B.S. in Animal Science (ANS) Production at SIU Carbondale to 30 semester hours. This, along with taking the courses listed above as part of the A.A.S.

degree makes it possible for the student to complete the B.S. in Animal Science (ANS) Production at SIU Carbondale in approximately 80 additional semester hours beyond the A.A.S. degree.

- D. Illinois Eastern Community College students transferring to the Animal Science (ANS) Production baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate in Applied Science degree requirements at Illinois Eastern Community Colleges will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department. These students will also not be eligible to receive the Capstone Option benefits and will be considered based upon the Department's enrollment criteria and space availability.
- E. Students will be required to complete a minimum of 42 senior institution hours at the 300-400 course level, with the last 30 such senior institution hours being at SIU Carbondale for residency purposes. Those students enrolled in an approved program delivered by SIU Carbondale Extended Campus will have completed the residency requirement for the University upon completion of all courses required by the program. All students will be required to complete at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Animal Science (ANS) Production. Coursework may include University Core Curriculum as well as Animal Science (ANS) major courses.

III. COURSE DELIVERY

- A. Delivery of courses and programs will be based on mutual agreement between the parties (as specified in the SIU Carbondale program) provided there is a minimum class enrollment in each course adequate to meet expenses. Courses with inadequate enrollment may be subject to cancellation. SIU Carbondale shall notify Illinois Eastern Community Colleges of any cancellation due to inadequate enrollment.
- B. SIU Carbondale will perform registration and advisement counseling as needed to support the courses offered. SIU Carbondale will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with Illinois Eastern Community Colleges and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.

- C. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.
 - D. SIU Carbondale reserves the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
 - E. This agreement permits students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete the degree.
- IV. ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:
- A. Subject to federal and state guidelines, Illinois Eastern Community Colleges will be considered the home institution for the purpose of processing Financial Aid until such time that the student either graduates or severs ties with Illinois Eastern Community Colleges.
 - B. Designate in writing a person or persons as point of contact between Illinois Eastern Community Colleges and SIU Carbondale on all matters relating to the courses delivered.
 - C. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
 - D. Permit students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete a degree.
- V. PROGRAM ARTICULATION COMMUNICATION
- A. An SIU Carbondale College of Agricultural Sciences, Animal Science (ANS) Production representative will communicate periodically with Illinois Eastern Community College personnel for agricultural technology/production and degree planning purposes.
 - B. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Illinois Eastern Community College students will be eligible to receive the Bachelor of

Science degree in Animal Science (ANS) Production, College of Agricultural Sciences, Southern Illinois University Carbondale.

- C. Should changes occur in course or program content, the institution making the change agrees to notify the other institution in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.
- D. The Parties acknowledge and agree that the terms of this Agreement may result in the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Accordingly, the Parties agree that all disclosures or redisclosures of such personally identifiable information shall be in accordance with FERPA. As used in this section, the terms “personally identifiable information” and “education records” shall have the meanings ascribed to them in 34 C.F.R. § 99.3.
- E. Indemnification:
 - 1. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIU Carbondale shall indemnify and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIU Carbondale, its agents or employees, in the performance of SIU Carbondale’s obligations under this Agreement.
 - 2. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify and hold harmless SIU Carbondale, its agents and employees, from any claims, demands, or causes of action arising out of negligent acts or omissions of the College, its agents or employees, in the performance of the College’s obligations under this Agreement.
- F. Reasonable efforts will be made to resolve problems with student(s) through discussions with the student’s program instructor, supervisor, and SIU Carbondale’s faculty members; however SIU Carbondale reserves the right to remove any student from enrollment at SIU Carbondale upon the determination that the student is unable or unwilling to fulfill the requirements of SIU Carbondale’s educational program and mission, including but not limited to the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIU Carbondale, and the SIU Carbondale Student Conduct Code. SIU Carbondale shall also have the right to withdraw any student from its education degree program in accordance with its academic requirements,

including but not limited to unsatisfactory academic performance and/or social misconduct.

- G. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.
- H. Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

For SIU Carbondale: William Banz, Department Chair
Animal Science
Southern Illinois University Carbondale
Carbondale, IL 62901
P: 618-453-2329
E: banz@siu.edu

For IL Eastern Community Colleges: Holly Martin, Chief Academic Officer
233 East Chestnut
Olney, IL 62450
Phone: 618-393-2982
Email: martinh@iecc.edu

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date written herein.

ILLINOIS EASTERN COMMUNITY COLLEGES

Holly Martin, Chief Academic Officer
Illinois Eastern Community Colleges

Date

Marilyn Holt, Chief Executive Officer
Illinois Eastern Community Colleges

Date

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

Dr. Meera Komarraju, Interim Provost and Vice Chancellor
for Academic Affairs
for John Dunn, Interim Chancellor
Southern Illinois University Carbondale

Date

Agenda Item #8D

**Articulation Agreement with SIU-C
A.S. and A.A. to B.S. Business & Administration**

MEMORANDUM

TO: Board of Trustees

FROM: Marilyn Holt

DATE: January 21, 2020

RE: Program Articulation Agreement between IECC and Southern Illinois University-Carbondale

The following Program Articulation Agreement between IECC and Southern Illinois University-Carbondale will allow IECC Associate in Science and Arts graduates who meet SIU Carbondale's entrance requirements to be considered, based upon the Department's enrollment criteria and space availability, for admission into SIU Carbondale's Bachelor of Science degree in Business & Administration (BNAD) Online in the College of Business.

This Program Articulation Agreement will allow IECC and SIU Carbondale to form a cooperative relationship to better serve our students by facilitating transfer, minimizing duplication of instruction and build on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties, and shall remain in effect for a period of five years thereafter. The parties may renew or extend this agreement only by written notification signed by the authorized representatives of each party. This agreement may be terminated by either party, with or without cause, upon 60 days advance written notice. No qualified student then-enrolled shall be deprived the opportunity to complete the program requirements solely due to termination.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIU Carbondale.

MH/rs

Attachment

PROGRAM ARTICULATION AGREEMENT
BETWEEN
ILLINOIS EASTERN COMMUNITY COLLEGES
OLNEY, IL

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE
CARBONDALE, IL

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this agreement is entered into this _____ day of _____ 2019 by and between Illinois Eastern Community Colleges and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

TERM AND TERMINATION

Term. This Agreement shall commence as of the Effective Date (or if no Effective Date is indicated upon the date the Agreement is fully executed by the Parties) and shall remain in effect for a period of five (5) years thereafter. The Parties may renew or extend this Agreement only by written instrument signed by the authorized representatives of each Party.

Termination. This Agreement may be terminated by either Party, with or without cause, upon 60 days advance written notice. The Parties agree that no additional students shall be accepted into the program after a Party's receipt of any written notice of termination. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

TRANSFER REQUIREMENTS

All graduates of Illinois Eastern Community Colleges with an Associate in Sciences and Arts (A.S.A.) degree General and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Business & Administration (BNAD) Online in the College of Business based upon the Department's enrollment criteria and space availability.

An Illinois Eastern Community College graduate receiving an A.S.A general degree will be considered for admission to SIU Carbondale's Business & Administration (BNAD) Online program if the following are met:

1. The student has earned a minimum of 64 semester hours transferable to SIU Carbondale
2. The student has earned an overall grade point average (GPA) of 2.0 or above (4.0 scale) for his or her collegiate work as calculated by SIU Carbondale's grading regulations
3. Confirmation by the SIU Carbondale College of Business that the student has satisfactorily completed the following courses as part of the A.S.A general degree at Illinois Eastern Community Colleges:

- ACC 2101-4, *Financial Accounting*
- ACC 2102-4, *Managerial Accounting*
- BUS 2101-3, *Business Law I*
- BUS 2102-3, *Business Law II*
- ENG 1111-3, *Composition I*
- ENG 1121-3, *Composition II*
- ENG 1201-3, *Communications*
- SPE 1101-3, *Fund of Effective Speaking*
- ECN 2101-3, *Principles of Macroeconomics*
- ECN 2102-3, *Principles of Microeconomics*
- MTH 1131 or BMG 2103-3, *Intro to Statistics or Business Statistics*
- MTH 1151-3, *Finite Math*
- MTH 1152-4, *Applied Calculus*
- PSY 1101/SOC 2101-3, *General Psychology I/Prin of Sociology*
- HUMANITIES-3 hours
- HUMANITIES-3 hours
- PHYSICAL SCIENCE-4 hours
- LIFE SCIENCE-3 hours
- FINE ARTS-3 hours
- ELECTIVES - 3 hours

Illinois Eastern Community College students transferring to the Business & Administration (BNAD) Online baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate in Sciences and Arts degree requirements at Illinois Eastern Community Colleges will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department.

Students will be required to complete a minimum of 42 senior institution hours at the 300-400 course level, with the last 30 such senior institution hours being at SIU Carbondale for residency purposes. Those students enrolled in an approved program

delivered by SIU Carbondale Extended Campus will have completed the residency requirement for the University upon completion of all courses required by the program. All students will be required to complete at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Business & Administration (BNAD) Online. Coursework may include University Core Curriculum as well as Professional Business Core & Business & Administration (BNAD) major courses.

COURSE DELIVERY

Delivery of courses and programs will be based on mutual agreement between the parties (as specified in the SIU Carbondale program) provided there is a minimum class enrollment in each course adequate to meet expenses. Courses with inadequate enrollment may be subject to cancellation. SIU Carbondale shall notify Illinois Eastern Community Colleges of any cancellation due to inadequate enrollment.

SIU Carbondale will perform registration and advisement counseling as needed to support the courses offered. SIU Carbondale will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with Illinois Eastern Community Colleges and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.

SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.

SIU Carbondale reserves the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.

This agreement permits students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete the degree.

ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:

Subject to federal and state guidelines, Illinois Eastern Community Colleges will be considered the home institution for the purpose of processing Financial Aid until such time that the student either graduates or severs ties with Illinois Eastern Community Colleges.

Designate in writing a person or persons as point of contact between Illinois Eastern Community Colleges and SIU Carbondale on all matters relating to the courses delivered.

Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.

Permit students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete a degree.

PROGRAM ARTICULATION COMMUNICATION

An SIU Carbondale College of Business, Business & Administration (BNAD) Online representative will communicate periodically with Illinois Eastern Community College personnel for general advisement and degree planning purposes.

Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Illinois Eastern Community College students will be eligible to receive the Bachelor of Science degree in Business & Administration (BNAD) Online, College of Business, Southern Illinois University Carbondale.

Should changes occur in course or program content, the institution making the change agrees to notify the other institution in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.

The Parties acknowledge and agree that the terms of this Agreement may result in the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Accordingly, the Parties agree that all disclosures or redisclosures of such personally identifiable information shall be in accordance with FERPA. As used in this section, the terms “personally identifiable information” and “education records” shall have the meanings ascribed to them in 34 C.F.R. § 99.3.

Indemnification:

To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIU Carbondale shall indemnify and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIU

Carbondale, its agents or employees, in the performance of SIU Carbondale's obligations under this Agreement.

To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify and hold harmless SIU Carbondale, its agents and employees, from any claims, demands, or causes of action arising out of negligent acts or omissions of the College, its agents or employees, in the performance of the College's obligations under this Agreement.

Reasonable efforts will be made to resolve problems with student(s) through discussions with the student's program instructor, supervisor, and SIU Carbondale's faculty members; however SIU Carbondale reserves the right to remove any student from enrollment at SIU Carbondale upon the determination that the student is unable or unwilling to fulfill the requirements of SIU Carbondale's educational program and mission, including but not limited to the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIU Carbondale, and the SIU Carbondale Student Conduct Code. SIU Carbondale shall also have the right to withdraw any student from its education degree program in accordance with its academic requirements, including but not limited to unsatisfactory academic performance and/or social misconduct.

Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.

Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

For SIU Carbondale: Kimberly Little, Director Undergraduate Online Student Services
Southern Illinois University Carbondale
Mail Code 4619
1025 Lincoln Drive
Carbondale, IL 62901
Phone: 618-453-7956
Email: klittle@business.siu.edu

For IL Eastern Community Colleges: Holly Martin, Chief Academic Officer
233 East Chestnut
Olney, IL 62450
Phone: 618-393-2982
Email: martinh@iecc.edu

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date written herein.

ILLINOIS EASTERN COMMUNITY COLLEGES

Holly Martin, Chief Academic Officer
Illinois Eastern Community Colleges

Date

Dr. G. Andrew Fischer, Chairman of the Board
Illinois Eastern Community Colleges

Date

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

Dr. Meera Komarraju, Interim Provost and Vice Chancellor
for Academic Affairs
for Kevin Dorsey, Interim President
Southern Illinois University Carbondale

Date

Agenda Item #8E

Affiliation Agreements

Sarah Bush Lincoln – Medical Office Careers Program – OCC

Women’s Hospital – ADN – IECC

Clay County Hospital – Phlebotomy – OCC

Fairfield Memorial Hospital – Paramedic Education – FCC

The Carle Foundation – Paramedic Education - IECC

MEMORANDUM

TO: Board of Trustees
FROM: Marilyn Holt
DATE: January 21, 2020
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 the following affiliation agreements:

Sarah Bush Lincoln – OCC Medical Office Careers
Women’s Hospital – IECC Associate Degree Nursing
Clay County Hospital – OCC Phlebotomy
Fairfield Memorial Hospital – FCC Paramedic Education
The Carle Foundation – IECC Paramedic Education

I ask the Board’s approval of the attached affiliation agreements.

MH/rs

Attachments

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE
MEDICAL OFFICE CAREERS PROGRAMS**

AGENCY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: OLNEY CENTRAL COLLEGE for its Medical Office Careers Programs. (Hereinafter referred to as OLNEY CENTRAL COLLEGE) and SARAH BUSH LINCOLN (hereinafter referred to as AGENCY):

WITNESSETH THAT:

WHEREAS, OLNEY CENTRAL COLLEGE desires to make use of the AGENCY'S facilities for Internships by students of the Medial Office Careers Programs, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and faculty of OLNEY CENTRAL COLLEGE for the purpose of gaining knowledge and experience in the field of Medical Office,

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 for medical office assistant internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Coordinator of the Medical Office Careers Programs on behalf of OLNEY CENTRAL COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.
3. OLNEY CENTRAL COLLEGE Program Coordinator will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the OLNEY CENTRAL COLLEGE Program Coordinator. The Program Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.
4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard to safety, health and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The OLNEY CENTRAL COLLEGE Program Coordinator will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. This process will be cleared through the OLNEY CENTRAL COLLEGE Program Coordinator who will remove the student(s) from the internship.
5. If a physical exam or TB test is required, these will be scheduled at the expense of the student.

This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

6. The student(s) and Program Coordinator will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, OLNEY CENTRAL COLLEGE Program Coordinator and student(s). Compensation is not a requirement. Neither OLNEY CENTRAL

COLLEGE or AGENCY 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. Student(s) shall be covered by professional liability insurance through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made each spring if either party requests the review. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in OLNEY CENTRAL COLLEGE's Medical Office Careers Programs and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their experience needed for graduation at the AGENCY.

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

AGENCY

Sarah Bush Lincoln
Mattoon, IL

OLNEY CENTRAL COLLEGE

Chair, IECC Board of Trustees

President, Olney Central College

Dean, Olney Central College

Administrator, Hospital or Agency

Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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

SARAH BUSH LINCOLN

HIPAA BUSINESS ASSOCIATE ADDENDUM PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

This HIPAA Business Associate Addendum (“Addendum”), effective as of the date signed by the last party below (“Effective Date”) by and between Sarah Bush Lincoln Health System, or one of its affiliates or subsidiaries, including Sarah Bush Lincoln Health Center, collectively referred to herein as the Covered Entity (“Covered Entity”), and Illinois Easter Community Colleges District #529” Olney Central College as the Business Associate (“Business Associate”). Covered Entity and Business Associate shall be collectively referred to herein as the “Parties.”

RECITALS

- A. WHEREAS, Covered Entity and Business Associate (or their direct or indirect subsidiaries or predecessors in interest) have entered into, or are entering into between each other one or more agreements, amendments, orders or other ordering forms (each, and “Underlying Agreement”), under which, Business Associate may perform certain services on behalf of or for Covered Entity pursuant to the Underlying Agreement that requires Business Associate to access, create and use health information, some of which may constitute Protected Health Information (“PHI”) and Electronic Protected Health Information (“ePHI”). Specifically the Underlying Agreement envisions vRad accessing Covered Entity’s electronic health records on behalf of Covered Entity in order to obtain on an adhoc basis billing information that Covered Entity has a duty to provide to vRad.
- B. WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HHS”) which comprise Title 45, Section 160 and 164 of the Code of Federal Regulations (“CFR”)(collectively, the “HIPAA Regulations”) and other applicable laws.
- C. WHEREAS, the purpose of this Addendum is to establish the responsibilities of the Parties, regarding PHI, to satisfy certain standards and requirements of HIPAA, HITECH, and the HIPAA Regulations, as the same may be amended and to bring the Underlying Agreement into compliance with HIPAA.
- D. NOW, THEREFORE, the Parties hereto agree to incorporate and make a part of and thereby amend each Underlying Agreement under which Business Associate receives PHI from, or creates or receives PHI on behalf of, Covered Entity while performing services for Covered Entity, the following additional terms and conditions, which terms and conditions shall govern the use and/or disclosure of such PHI received or created by Business Associate as a result of services performed. References to the “the Underlying Agreement” are understood to mean each Underlying Agreement as applicable.

In consideration of the mutual promises and agreements set forth below and in order to comply with all legal requirements governing the exchange and protection of information pursuant to this Addendum, the Parties hereto agree as follows:

1. General Provisions
 - a. Definitions. Capitalized terms used herein without definition shall have the respective meanings assigned to each term in 45 CFR Parts 160, 163, and 164.
 - b. Interpretation. Any ambiguity in this Addendum shall be construed in favor of the meaning that permits both Parties to comply with HIPAA and HITECH, as the case may be.
2. Obligations of Business Associate
 - a. Permitted Uses and Disclosures. Business Associate may use and/or disclose Covered Entity’s PHI received by Business Associate as permitted or required to perform its obligations under the Underlying

Agreement, this Addendum or as Required by Law; provided that such use and/or disclosure would not violate HIPAA if done by Covered Entity. [45 CFR § 164.504(e)]

- b. Nondisclosure. Business Associate shall not use or further disclose Covered Entity's PHI otherwise than as permitted or required by this Agreement, the Underlying Agreement or as required by law. [45 CFR § 164.504(e)(2)(ii)(A)]
- c. Safeguards PHI. Business Associate shall use appropriate safeguards to prevent the unauthorized use or unauthorized disclosure of Covered Entity's PHI otherwise than as provided for by this Addendum, the Underlying Agreement or required by law. [45 CFR § 164.504(e)(2)(ii)(B)] Business Associate further agrees it shall utilize commercially reasonable physical, administrative and technical safeguards to ensure that the PHI is not used or disclosed in any manner inconsistent with this Addendum or the Underlying Agreement.
- d. Safeguards ePHI. Business Associate shall implement administrative, physical, and technical safeguards that are commercially reasonable and appropriately protect the confidentiality, integrity and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. [45 CFR § 160.103]
- e. Electronic Data Security. Business Associate agrees to comply with the requirements of 45 CFR §§ 164.308, 164.312 and 164.316 to the same extent such requirements apply to Covered Entity.
- f. Reporting of Disclosures. Business Associate shall report to Covered Entity, in writing, within five (5) business days of discovery, any unauthorized use or unauthorized disclosure of Covered Entity's PHI or successful Security Incident with ePHI in violation of this Underlying Agreement of which Business Associate becomes aware and the remedial action taken or proposed to be taken with respect to such unauthorized use or unauthorized disclosure and account for such disclosure. The Parties acknowledge and agree that this section 2.f. constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scan, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI. [45 CFR §§ 160.103 and 164.504(e)(2)(ii)(C)]
- g. Business Associate's Agents. Business Associate shall ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to substantially the same restrictions and conditions that apply to Business Associate pursuant to this Addendum. [45 CFR §§ 160.103; 164.504(e)(2)(D)]
- h. Patient Rights:
 - i.) Patient's Right to Review. If any Individual requests access to their own PHI from Business Associate, Business Associate shall, within five (5) calendar days, notify Covered Entity of the details of such request. Following receipt of such notice, Covered Entity shall handle the request; provided that if Business Associate maintains the information in a Designated Record Set of Covered Entity, Business Associate shall make such PHI available to the Covered Entity to comply with an Individual's right to access to their PHI in compliance with 45 CFR § 164.524. Covered Entity shall be responsible for all communication with an Individual.
 - ii.) Patient Right to Amend. If Business Associate maintains PHI in a Designated Record Set, then within ten (10) calendar days of receipt of Covered Entity's request, Business Associate shall incorporate amendments into the PHI as directed by Covered Entity or make the PHI available to Covered Entity for amendment. If any Individual submits to Business Associate a request to amend their own PHI, Business Associate shall, within five (5) calendar days, notify Covered Entity of the details of such request. Following receipt of such notice, Covered Entity shall handle such request. Covered Entity shall be responsible for all communication with an Individual.

- iii.) Patient Right to Request Accounting. If Business Associate maintains PHI in a Designated Record Set, then within ten (10) calendar days of Covered Entity's notice to Business Associate of a request from an Individual for an accounting of disclosures of their PHI, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by *45 CFR § 164.528*.

If an Individual submits to Business Associate a request for an accounting, Business Associate shall, within five (5) calendar days, notify Covered Entity of the details of such request. Following receipt of such notice, Covered Entity shall handle such request. Upon Covered Entity request, the Business Associate shall implement an appropriate record keeping process to comply with the requirements of this Section.

- i. Availability of Information to Covered Entity. Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA, the HIPAA Regulations, and HITECH including, but not limited to, *45 CFR §§ 164.524 and 164.528*. Subject to attorney-client and any other applicable legal privileges and if permitted by law, Business Associate shall within three (3) business days of receipt of any subpoena or other request for PHI by legal process notify and reasonably cooperate with Covered Entity in regards to the request for access.
- j. Amendment of PHI. Business Associate shall make PHI available about an Individual contained in any Designated Record Set of Covered Entity maintained by Business Associate available to Covered Entity for amendment pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, *45 CFR §164.526* and Business Associate shall, as directed by Covered Entity, incorporate any amendments to PHI in accordance with *45 CFR §164.526*.
- k. Internal Practices. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to Secretary of HHS for purposes of determining Covered Entity's compliance with HIPAA, the HIPAA Regulations, HITECH when such demand is made or designated by the Secretary. [*45 CFR § 164.504(e)(2)(H)*]
- l. Notification of Breach. In the event of a Breach of PHI, Business Associate understands that it is required to provide Covered Entity a report, as further described below, within five (5) business days from the date of the Breach or the date the Breach should have been known to have occurred. During the term of the Underlying Agreement, Business Associate shall promptly notify Covered Entity of any Breach of Unsecured PHI as required by *45 CFR §164.410* and any successful Security Incident of which it becomes aware.

In the event of a Breach of PHI, each Party shall:

- i.) Provide prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by HIPAA and applicable federal and state laws and regulations.
- ii.) Take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this Agreement, HIPAA, and applicable law.
- iii.) Provide a report which shall include, to the extent possible, the identification of each Individual whose PHI has been or is reasonably believed to have been accessed, acquired, used or disclosed during the Breach, along with any other information that the Covered Entity will be required to include in its notification to the Individual, the media and/or the Secretary, as applicable, including, without limitation, a description of the Breach, the date of the Breach and its discovery, the types of unsecured PHI involved and a description of the Business Associate's investigation, mitigation, and prevention efforts.
- iv.) Be responsible for reasonable costs related to notification of individuals or next of kin (if the individual is deceased) of any Breach reported by Business Associate to Covered Entity.

- m. Obligations of Covered Entity. Covered Entity shall be responsible for using appropriate safeguards to maintain the confidentiality, privacy, and security of PHI transmitted to Business Associate pursuant to this Underlying Agreement, in accordance with the standards and requirements of HIPAA, the HIPAA Regulations, or HITECH until such PHI is received by Business Associate.
 - n. Mitigation. Each Party shall mitigate to the extent reasonable and necessary, any known harmful effect of use or disclosure of protected health information in violation of the requirements of the Addendum or HIPAA. Upon request, each Party shall promptly provide the other party with information relating to the discovery, investigation, and mitigation activities associated a Breach that affects the other Party.
 - o. Remuneration in Exchange for PHI. Except as permitted by HITECH or applicable regulations issued by HHS in accordance with HITECH, Business Associate shall not directly or indirectly receive remuneration in exchange for any Individual's PHI unless it is pursuant to a valid authorization that includes a specification of whether the PHI may be further exchanged for remuneration by the entity receiving such Individual's PHI or satisfies one of the exceptions enumerated in the HIPAA regulations and specifically section 13405(d)(2) of the HITECH Act.
 - p. Minimum Necessary. Each Party shall limit its use or disclosure of PHI, to the extent practicable, to the limited data set as defined in section 45 CFR § 164.514(e)(2) or, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request, respectively.
 - q. Marketing. Unless otherwise permitted in the Underlying Agreement, Business Associate must obtain or confirm that Covered Entity has obtained an authorization for any use or disclosure of PHI for marketing, unless the marketing communication is made without any form of remuneration: (i) to describe medical services or products provided by Covered Entity or Business Associate; (ii) for treatment of the Individual; or (iii) for case management or care coordination for the Individual or to direct or recommend alternative treatments, therapies, providers or settings.
 - r. Compliance Training. Each Party shall provide HIPAA compliance training to employees who will come in contact or use, in any manner, PHI pursuant to this Addendum.
3. Covered Entity Obligations.
- a. Notice of Privacy Practices. Covered Entity shall notify Business Associate of limitation(s) in its notice of privacy practices; to the extent such limitation affects Business Associate's permitted uses or disclosures and provide Business Associate with said Notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520.
 - b. Individual Permission. Covered Entity shall notify Business Associate, in writing, of changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such changes affects Business Associate's permitted uses or disclosures. Upon receipt by Business Associate of such notice of changes, Business Associate shall cease the use and disclosure of any such Individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under HIPAA expressly applies.
 - c. Restrictions. Covered Entity shall notify Business Associate of restriction(s) in the use or disclosure of PHI that Covered Entity has agreed to, to the extent such restriction affects Business Associate's permitted uses or disclosures.
 - d. Covered Entity hereby acknowledges to Business Associate that Covered Entity is subject to compliance with the applicable HIPAA rules with respect to the use or disclosure of PHI, and in that regard; (i) shall use appropriate safeguards to prevent the unauthorized or improper use or disclosure of PHI; (ii) shall establish policies and procedures for mitigating, and shall mitigate, to the extent practicable, any harmful effects of any known unauthorized or improper use or disclosure of PHI of which Covered Entity becomes aware; (iii) shall implement and utilize Administrative Safeguards, Physical Safeguards, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI, in electronic form, that it creates, receives, maintains, or transmits, as required by applicable law; and (iv) shall implement and maintain, throughout the term of the Underlying Agreement, reasonable and

appropriate systems and security measures for the detection, prevention, and prompt reporting of breaches of PHI and electronic PHI.

4. Term and Termination.

- a. Term. This Addendum shall become effective on the Effective Date and shall remain in effect throughout the term of the Underlying Agreement, unless otherwise terminated as provided herein.
 - b. Termination for Cause. Either Party may immediately terminate the Underlying Agreement if such Party (the “Non-Breaching Party”) determines that the other party (the “Breaching Party”) has breached a material term of this Addendum. Alternatively, the Non-Breaching Party may choose to provide the Breaching Party with written notice of the existence of an alleged material breach and afford the Breaching Party an opportunity to cure the alleged breach. Failure to cure the material breach within thirty (30) days of the written notice constitutes grounds for immediate termination of the Underlying Agreement.
 - c. Effect of Termination. Upon termination of this Addendum for any reason, Business Associate shall return, or destroy all PHI received by Business Associate from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall not retain any copies of PHI. If Business Associate reasonably determines that the return or destruction of PHI is not feasible, it shall continue to extend the protections of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI unreasonable or impractical. [45 CFR § 164.504(e)(2)(I)]
 - d. Protective Health Information Return/Destruction. Notwithstanding anything to the contrary in the Underlying Agreement, upon termination of the Underlying Agreement or this Addendum or termination of Covered Entity’s or Business Associate’s participation thereunder, Business Associate shall return all PHI to Covered Entity and shall retain no copies of the PHI in any form. Covered Entity may request, in writing, that Business Associate destroy all PHI, including any copies of the PHI in any form, upon termination of the Underlying Agreement or this Addendum rather than returning the PHI to Covered Entity. Upon Business Associate’s destruction of all PHI, where possible, including all copies of the PHI in any form, Business Associate shall certify in writing to the Covered Entity that it has done so. Business Associate agrees to recover any PHI in the possession of its agents or subcontractors and to return or destroy such PHI, as applicable. If the return or destruction of all PHI is determined not to be feasible by Business Associate upon termination of the Underlying Agreement, then Business Associate shall explain in writing, directed to Covered Entity’s privacy officer, why such return or destruction is not feasible. Business Associate agrees that, in such case, it shall extend its obligations under this Addendum to protect any PHI retained after the termination of the Underlying Agreement and shall limit any further use or disclosure to the purposes which make return or destruction of the PHI infeasible.
5. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA, the HIPAA Regulations, or HITECH will be adequate or satisfactory for Business Associate’s own purposes or that any information in Business Associate’s possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
 6. Amendment to Comply with Law. The Parties agree to enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, as they are amended from time to time. No amendment shall be effective unless in writing and signed by duly authorized representatives of both parties. Either Party may terminate the Underlying Agreement upon thirty (30) days written notice in the event that the parties fail to enter into an amendment that each party deems sufficient to comply with such laws and regulations.
 7. Survival. The rights, duties and obligations of Business Associate under Section 4c of this Addendum shall survive the termination of the Underlying Agreement.

8. No Third-Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
9. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Underlying Agreement shall remain in force and effect.
10. Interpretation. This Addendum and the Underlying Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HIPAA Regulations, HITECH, and applicable state laws. The Parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.
11. Remedies. Each Party agrees that the other Party shall be entitled to seek immediate injunctive relief as well as the right to exercise all other remedies which such Party may have at law or in equity in the event of an unauthorized use or disclosure of PHI by the other Party or any agent or subcontractor of the Party that received PHI from such Party.
12. Ownership. PHI shall be, and shall remain, the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI as a result of this Addendum. Notwithstanding the foregoing, the retention of ownership in the PHI by Covered Entity will not result in Covered Entity having rights in any Business Associate software and/or services.
13. Waiver. No forbearance or neglect on the part of either party to enforce or insist upon any of the applicable provisions of this Addendum shall be construed as a waiver of either party's rights hereunder unless it is in writing and signed by a duly authorized officer of party. A waiver with respect to one event shall not be construed as continuing, or as a bar to, or a waiver of, any other right or remedy as to subsequent events.
14. Severability. If any provision of this Addendum shall be found to be illegal, invalid or unenforceable, the remaining provisions of this Addendum shall remain in full force and effect.
15. Counterparts; Facsimile. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
16. Entirety. The terms and conditions this Addendum supersede and replace, any prior Business Associate Agreements and any existing terms and conditions between the parties (including any such terms and conditions in any Underlying Agreement) pertaining to the privacy and security of PHI. This Addendum is made a part of and subject to the terms of each Underlying Agreement. In the event of any conflict between this Addendum and Underlying Agreement, this Addendum shall control with respect to such conflict.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Addendum as of the Effective Date.

Covered Entity

Date: _____

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Business Associate

Date: _____

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Address: _____

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 2020 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its Associate Degree Nursing Program (hereinafter referred to as DISTRICT #529) and Deaconess Women's Hospital of Southern Indiana, LLC, DBA The Women's Hospital, Newburgh, IN (hereinafter referred to as AGENCY). WITNESSETH THAT:

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

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

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

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

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

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

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

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Nursing Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of nursing care and safeguard of patients assigned to students. Students will be required to comply with all applicable policies and procedures of the AGENCY. In the event of 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 AGENCY, (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 AGENCY, or (iv) involves problems or issues relating to the educational experience, the AGENCY will give the Associate Dean and/or Department Head of the Associate Degree Nursing Program immediate notice by e-mail in which the subject line will say "Violation of Policies or Procedures" and the Parties will cooperate with each other in making a prompt investigation of the facts and/or circumstances of such conduct or occurrence. The AGENCY acknowledges that the investigation and any disciplinary action involving a Student is at the discretion of DISTRICT #529 and must follow and comply with the appropriate policies and procedures of the DISTRICT #529. The AGENCY nursing personnel will retain full and final decisions for patient care assigned to nursing students.

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

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

This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

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

6. Students and Faculty Members will not be afforded coverage by the AGENCY'S worker's 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.

7. Students are deemed trainees and shall not receive compensation by the AGENCY for any services provided. Faculty Members shall not receive compensation by the AGENCY for any services provided. DISTRICT #529 shall not be required to compensate the AGENCY or any of its agents or employees for any services or facilities provided by AGENCY hereunder.

8. DISTRICT #529 or AGENCY may end a student experience if the Student is not compliant with DISTRICT #529 and/or AGENCY guidelines, policies, procedures, or in the event that the continuation of the experience would put the Student, University or Facility at risk.

9. DISTRICT #529 will assure that each Student assigned to the AGENCY is in good academic standing at DISTRICT #529 and has an appropriate level of academic instruction to participate in the practical learning and educational experience. If requested by the AGENCY, it will be the responsibility of each Student to provide the AGENCY with a record of a physical examination and 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.

10. DISTRICT #529 will assure that each Student assigned to the AGENCY has completed training related to the Health Insurance Portability and Accountability Act ("HIPAA") and its regulations and the Occupational Safety and Health Administration ("OSHA") Bloodborne Pathogens Standard requirements, prior to working in the Facility.

11. DISTRICT #529 will assure that each Student assigned to the AGENCY has undergone a criminal background check, which results shall be satisfactory to DISTRICT #529, before working at the AGENCY. Further, assure that each Student assigned to the AGENCY has undergone a drug screen testing for substances that an employee of a health care facility is generally required to be tested for prior to employment, which results shall be satisfactory to DISTRICT #529.

12. DISTRICT #529 will assure that each Student assigned to the AGENCY maintains a current cardiopulmonary resuscitation ("CPR") certification.

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

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

15. The AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the Director of

Nursing Service, on behalf of the AGENCY, and by the A.D. Department Head and/or Associate Dean, on behalf of DISTRICT #529.

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

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

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

INDEMNIFICATION CLAUSE. DISTRICT #529 and the AGENCY 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.

HEALTH INSURANCE PORTABILITY ACT COMPLIANCE. DISTRICT #529 and the AGENCY 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. DISTRICT #529 and the AGENCY agree that for purposes of HIPAA, DISTRICT #529 is not a business associate of AGENCY by reason of the fact that DISTRICT #529 sends students to AGENCY for a clinical rotation or to receive other educational experience. Solely for the purpose of defining the Student's role and Faculty Member's role in relation to the use and disclosure of the AGENCY'S protected health information, all Students and Faculty Members shall be considered members of the AGENCY'S workforce, as that term is defined by HIPAA, and DISTRICT #529 agrees to require Students and Faculty Members to participate in any training provided by AGENCY for its workforce members so that AGENCY may comply with HIPAA. Furthermore, DISTRICT #529 and the AGENCY 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 AGENCY 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 (90) days prior written notice.

AMENDMENT AND TERMINATION.

a. This agreement shall be effective from the date last executed by the Parties and it will remain in full force and effect for three (3) years after the effective date or until terminated as herein provided.

Upon the upcoming expiration of the original three year agreement, DISTRICT #529 will initiate the process for a new agreement.

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

c. This agreement may be terminated by either party with or without cause with a minimum of ninety (90) days written notice of a party's intention to do so, provided that any Student who has been assigned to perform clinical educational activities in the Agency shall be given the opportunity to complete their practical educational and clinical experience as offered.

NOTICES. All notices to be given in writing hereunder shall be delivered or sent to:

To DISTRICT #529: Olney Central College Associate Degree Nursing Program
Attn: _____

To the Facility: Deaconess Women's Hospital of Southern Indiana
Attn: Christina M. Ryan
4199 Gateway Blvd
Newburgh, IN 47630

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.

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.

STATE LAW. 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 to any federal or state court of competent jurisdiction in Warrick County in the State of Indiana for any disputes arising out of this agreement or the relation of the parties.

Signatures on following page.

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

DEACONESS WOMEN’S HOSPITAL OF SOUTHERN INDIANA

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

Signature
Health

Associate Dean of Nursing & Allied

Printed Name

Printed Name

Title

President, Olney Central College

Date

Printed Name

Chairman, IECC Board of Trustees

Printed Name

Date

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

AFFILIATION AGREEMENT
BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES,
District # 529

Olney Central College Phlebotomy Program

AND

Clay County Hospital
911 Stacy Burk Drive
Flora, IL 62839

THIS AGREEMENT made and entered into this _____ day of _____, by and between
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529,

Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and
_____ (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the medical
laboratory for observation and participation by the students and faculty of the DISTRICT #529,
Phlebotomy Program subject to the conditions and limitations contained herein.

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

3. DISTRICT #529 faculty will:

- be responsible for the teaching the didactic portion of the Phlebotomy Program;
- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor;
- and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

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 Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

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

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

This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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

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

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. 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.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

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

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

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529,
OLNEY CENTRAL COLLEGE

Director of Medical Laboratory Services

Phlebotomy Instructor

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Olney Central College

Chairman, IECC Board of Trustees

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

AFFILIATION AGREEMENT
Between
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529
FRONTIER COMMUNITY COLLEGE
and
Fairfield Memorial Hospital
for
PARAMEDIC EDUCATION TRAINING

THIS AGREEMENT made and entered into this 8th day of May, 2019, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and Fairfield Memorial Hospital, Fairfield, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the PROGRAM for observation and participation by the students and faculty of the DISTRICT's PROGRAM, subject to the conditions and limitations contained herein;
2. The arrangements for use of said facilities of the AGENCY will be made by the Program Director of the Emergency Preparedness & Industrial Quality Management Program on behalf of the DISTRICT and the Director on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses;
3. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;
4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;

6. The DISTRICT will maintain on file, copies of the following student information, that shall be made available to the AGENCY upon request: valid Illinois driver's license, current CPR certification, current Illinois EMT-B licensure (applicable to Paramedic students), background screen results, drug screen results, immunization record, health examination record, proof of health coverage, proof of seasonal flu vaccination administered since August of the current academic year, and documentation by the DISTRICT instructor confirming that the student has completed and passed specific, required competencies prior to AGENCY clinical rotation.
7. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;
8. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
9. DISTRICT faculty will:
 - a. be responsible for guiding students and teaching the PROGRAM;
 - b. work with the staff of the AGENCY in coordination of the clinical field training objectives to be completed at the AGENCY;
 - c. coordinate the student clinical assignment with the Agency appointed Field Training Officer; and
 - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical field training setting;
10. The AGENCY's Director will coordinate with the DISTRICT and the AGENCY's Field Training Officer to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives; students will be charged with maintaining evaluation forms to be completed by the AGENCY appointed Field Training Officer;
11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
12. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;

13. PROGRAM students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY;
14. Students are responsible for seeking health care if the need arises. Students are required to carry their own health coverage and are required to pay their own health care fees;
15. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job;
16. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT will furnish the AGENCY, upon request, a medical record for each participating student showing that said student fully complies with the health requirements required by the AGENCY;
17. The faculty and students of the DISTRICT participating in the clinical field training experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
18. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff; the AGENCY will coordinate with the DISTRICT PROGRAM faculty and director to determine AGENCY staff who will serve as Field Training Officers during the duration of the four-paramedic course series. AGENCY staff will be expected to read and acknowledge acceptance of the FCC EP's Field Training Officer Field Training Guide, read and acknowledge acceptance of a FERPA (Family Educational Rights and Privacy Act) tutorial, and complete an FTO agreement provided by the DISTRICT PROGRAM.
19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
20. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY (See attached Certificate of Insurance);
21. AGENCY will not request monetary reimbursement from PROGRAM students and faculty assigned to, or making use of any clinical facilities of the AGENCY under the contemplated program.

22. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
23. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 8th day of May, 2019.

Fairfield Memorial Hospital

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529, FRONTIER
COMMUNITY COLLEGE

Director

Chairman, IECC Board of Trustees

CEO, Illinois Eastern Community Colleges

President, Frontier Community College

CLINICAL AFFILIATION AGREEMENT

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

RECITALS

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

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

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

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

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

ARTICLE I: JOINT RESPONSIBILITIES

- 1.1 The Placement of Students will be cooperatively planned by the Dean of Instruction at FCC, or his/her designee, and the Paramedic Education Program Director, or his/her designee. Information regarding the number of Students to be assigned, the dates of assignment, and specific experience to be provided (including the proposed clinical areas and patient service facilities to be used by the student and the type and extent of patient care rendered) shall be planned jointly and agreed upon by School and Carle, prior to the commencement of the course. Placement of Students is not guaranteed and will always depend on staff, space and availability.
- 1.2 Periodic meetings will be held to review and evaluate the clinical Placement, and to attempt to resolve specific problems which may interfere with the objectives of the Placement and program.
- 1.3 Student misconduct shall be resolved jointly by Carle and School, as outlined in the Paramedicine Program Student Handbook and/or IECC’s Student Handbook. Pending resolution of such problems, Carle may at any time restrict such Student activities where it deems necessary for patient welfare, or the Student breaches Carle’s rules and regulations.

- 1.4 School will arrange the clinical education program's schedule and Student's Placement in cooperation with Carle.
- 1.5 Neither Carle nor School shall be compensated by the other as a result of this affiliation.

ARTICLE II: SCHOOL RESPONSIBILITIES

- 2.1 School will have total responsibility for academically preparing the Students in theoretical knowledge, basic skills, professional ethics, attitude and behavior prior to a Placement. School shall be responsible for assigning a Student to a Placement at Carle. School shall inform Carle as to curriculum and sequence and shall be advised of all courses and other clinical experiences of each Student. For a Placement at Carle, School is responsible for providing the Students with clear objectives and a plan of study and Carle will not be responsible for developing this plan.
- 2.2 The Dean of Instruction at FCC, or his/her designee, will act as the coordinator of the Placement and to act as a liaison between Carle, School and the Student(s) in such matters as assignment and coordination of the Placement and administrative operations.
- 2.3 School will instruct Students to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- 2.4 School will provide Carle with forms, protocol and guidelines for evaluation of Student Placement and performance, and its policy regarding student absences during a clinical Placement. School will ensure that each Student completes a criminal background check and the standard immunizations (including Varicella, Tdap, TB and Hep B) prior to his/her Placement at any of Carle's facilities and shall otherwise meet all health standards required by School and Carle. These items must be available and provided to Carle upon request.
- 2.5 School will give advance notice to Carle of any site visits by any accrediting agencies involved with the clinical education program. Carle has the right to refuse on-site visits according to its policies and procedures; provided however, that Carle will not unreasonably withhold consent to on-site visits.
- 2.6 School will provide each Student with an instructor, who is a School employee, to whom he/she is responsible during the Placement. The instructor will have the following duties, which may be delegated to other appropriate individuals:
 - 2.6.1 demonstrating a concern for the educational development of the Student;
 - 2.6.2 providing a planned program for the Placement, established in cooperation with the Student's need and interests;
 - 2.6.3 evaluating the Student's performance during the Placement; and
 - 2.6.4 meeting with the appropriate Carle staff to discuss the Student's progress.

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

ARTICLE III: CARLE RESPONSIBILITIES

- 3.1 Carle agrees to provide the Student with access to its clinical facilities as appropriate for the Placement. In addition, Carle agrees to provide Students access to available education and instructional material within its library.
- 3.2 Students are to not render patient care except as identified for educational value as part of the jointly planned Placement, all under the supervision of a professional practitioner who is a member of Carle's staff. Consistent with the foregoing, attending physicians retain the right to refuse any Student authorization to engage in direct patient care activities. Students will be identified as such to all patients and will not participate in patient care if the patient objects. It is understood that the Placement will not interfere with the primary mission of the care and treatment of the patient, which shall at all times remain the responsibility of Carle.
- 3.3 Carle reserves the right to terminate the Student from Carle's clinical site at any time and for any reason related to the Student's performance at Carle in the interest of the safety and well-being of its patients and staff. Carle, at its sole discretion, may refuse access to its clinical areas or otherwise restrict activities of the Student when deemed necessary or desirable for patient care and welfare, or where the Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.
- 3.4 Carle may request the withdrawal of a Student from Carle following consultation with appropriate School representative and the Student in the action.
- 3.5 Carle maintains the right to refuse Student Placements based on the ability to provide an appropriate preceptor, space/volume issues, or if Student fails to comply with Carle policies and regulations related to confidentiality of patients and employees.
- 3.6 All records kept by Carle relating to a Student's performance during the Placement, except for those containing patient protected health information, shall be made available to the Parties hereto and to the Student, and not to other persons, as required by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g).
- 3.7 Carle will, at commencement of a Student's Placement, provide the Student with an orientation as to Carle's rules, regulations and policies, as well as standards and practices relevant to the Placement as Carle deems necessary.
- 3.8 Carle agrees to indemnify, defend, and hold harmless School, Faculty, Students, its officers, directors, employees, and agents from any and all claims, losses, lawsuits, demands, actions and judgements ("Claims") asserted by any person or persons for any negligent act, failure to act, willful misconduct, or breach of the Agreement by Carle, its officers, directors, employees, and agents, but not limited to, any fines, awards, damages,

expenses or reasonable attorney's fees that may be incurred in connection with such Claims. This provision will survive the termination of this Agreement.

ARTICLE IV: STUDENT RESPONSIBILITIES

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

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

ARTICLE V: CONFIDENTIALITY

- 5.1 School, its Students, and any of its visiting faculty shall not disclose Confidential Information (defined below) and will use best efforts to prevent unauthorized disclosure of such information. If it becomes necessary to make such disclosure, the Parties shall enter into a separate confidentiality agreement prior to making such disclosure. The foregoing obligations shall not apply to the extent that (i) such information becomes generally available to the public other than as a result of an improper disclosure by the School, its Students or its visiting faculty, or (ii) such information was available to the other Party on a non-confidential basis prior to its disclosure hereunder, or (iii) such Parties are required by law to disclose, file or register the same, or (iv) Carle has consented to such disclosure being made.
- 5.2 Confidential information includes, but is not limited to, any information identified by either Party as "confidential" or "proprietary", or which, under all of the circumstances, ought reasonably be treated as confidential and/or proprietary, including this Agreement.
- 5.3 HIPAA. It is the intent of the Parties to comply in all respects with the applicable provisions of the HIPAA Privacy and Security Regulations, 45 CFR parts 160 and 164,

promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 USC Section 1320 (d) et seq. (“HIPAA”), as it pertains to the Parties respectively. Each Party agrees not to use or disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “PHI”), concerning a patient other than as permitted by the requirements of HIPAA (or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations), or as may be required by law. PHI shall only be used by the Parties to accomplish the intended purpose of this Agreement and shall only be disclosed as required by law. Each Party agrees to use appropriate safeguards to prevent use or disclosure of the PHI except use or disclosure specifically permitted pursuant to this Agreement or as may be required by law or court order. Notwithstanding the foregoing, no PHI is anticipated to be exchanged between Carle and the School. Furthermore, the Parties agree that solely for the purpose of defining the Students’ role in relation to the use and disclosure of Carle’s PHI, it is understood that each Student are considered a member of Carle’s “workforce” as that term is defined by 45 CFR 160.103 when engaged in activities pursuant to this Agreement. Accordingly, neither the School nor any of its Students meet the definition of a Business Associate under HIPAA. As such, a Business Associate Agreement is not required. Provided, however, that if during the term of this Agreement, an exchange of PHI between Carle and the School is required, or the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate, as that term is defined in the federal privacy regulations, the School and Carle shall, upon a date mutually agreed by the Parties, execute a Business Associate Agreement.

ARTICLE VI: TERMINATION

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

ARTICLE VII: GENERAL PROVISIONS

- 7.1 Independent Contractor. In the performance of all duties and obligations, Carle, School, and Students, are, at all times, independent contractors and not joint venturers, agents, partners or employers/employees of the other. Neither Party nor their respective faculty, staff, employees, Students or agents shall be or claim to be faculty, staff, employee, student or agent of the other. Each Party shall be responsible for payment on behalf of its employees any and all contributions and taxes imposed by local, state or federal law, including, but not limited to, taxes or contributions for social security, unemployment insurance, worker's compensation, old age retirement benefits, pensions and annuities, and agrees to provide indemnity for any such payment made by the other Party.
- 7.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
- 7.3 Assignment. Neither Party may assign this Agreement, or any portion of it, without prior written consent of the other Party.
- 7.4 Corporate Compliance. Carle has a corporate compliance plan, the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. School acknowledges Carle's commitment to corporate compliance and agrees the School, its Students and faculty, will conduct themselves in accord with applicable legal authority.
- 7.5 Warranty of Non-Exclusion. By execution of this Agreement, School represents and warrants to Carle that it and its Students and faculty participating in a Placement (collectively "School") has not (i) been excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program (as defined herein); (ii) been convicted of a criminal offense related to the provision of health care items or services; and (iii) arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from the participation in any Federal Health Care Program. School represents and warrants that it is not currently under investigation or otherwise aware of any circumstances that may result in School being excluded from participation in any Federal Health Care Program and that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g), has occurred or is pending or threatened against School. For the purpose of this Paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. This shall be an ongoing representation and warranty throughout the Term of this Agreement. School shall immediately notify Carle of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Carle the right to terminate the Agreement immediately for cause.

- 7.6 Entire Agreement. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Carle and School shall neither be entitled to benefits other than those herein specifically enumerated.
- 7.7 Execution. This Agreement and any amendment hereto, may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.
- 7.8 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.
- 7.9 Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matter to be construed in interpreting this Agreement. The Parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- 7.10 Marketing. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the Party whose name is to be used.
- 7.11 Notice. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

<p>School: ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529</p> <p>Attn: District Office 233 E. Chestnut Olney IL 62450</p>	<p>Carle: THE CARLE FOUNDATION Human Resources 611 West Park Street Urbana, IL 61801 Attn: Meghan Martz</p> <p>With a Copy To: Carle Richland Memorial Hospital 800 E. Locust Street Olney, IL 62450</p>
---	--

	Attn: Corporate Compliance, Accreditation & Risk Manager
--	---

- 7.12 Statement of Non-Discrimination. Both Parties are committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender identity, sexual preference, age, veteran status or mental/physical disability.
- 7.13 Severability. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the Parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
- 7.14 Successors and Assigns. This Agreement shall extend to and be binding upon representatives, successors and assigns of the Parties. This provision, however, shall not be construed to permit the assignment of this Agreement by either Party, except as may be permitted hereby.
- 7.15 Survival of Covenants. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.
- 7.16 Third Party Rights. Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.
- 7.17 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 7.18 Non-exclusive. School can enter into other Clinical Affiliation Agreements with other hospitals, medical providers, or medical service entities.

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

The Carle Foundation

Illinois Eastern Community

College District #529

Signature: _____

Signature: _____

Name: _____

Name: Dr. G. Andrew Fischer

Title: _____

Title: Chairman, IECC Board of Trustees

Date: _____

Date: _____

EXHIBIT A

Carle Entities Covered by this Agreement:

- The Carle Foundation Hospital
- Carle Health Care Incorporated d/b/a Carle Physician Group
- Hoopston Community Memorial Hospital d/b/a Carle Hoopston Regional Health Center
- Richland Memorial Hospital Inc. d/b/a Carle Richland Memorial Hospital
- Champaign Surgery Center
- Arrow Ambulance, LLC

Specific programs Covered by this Agreement for Placement:

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

Associate in Applied Science Degree in Paramedicine

Paramedic Certificate

Emergency Response Training

Agenda Item #9

Bid Committee Report

BID COMMITTEE REPORT

January 21, 2020

Olney Central College

1. Hand-Held Welders

TO: Board of Trustees

FROM: Bid Committee

DATE: January 21, 2020

RE: Hand-Held Welders

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 from ILMO for a total of \$44,421.95.

Company	Total Bid
Gano Welding Charleston, IL	\$47,978.15 (Prices good thru Dec. 31, 2019)
ILMO Products Mt. Vernon, IL	\$44,421.95
Progressive Industries, Inc. Chicago, IL	\$57,281.95

Respectfully submitted,

Ryan Hawkins
Marilyn Holt
Renee Smith

Department: Olney Central College Welding Program.

Source of Funds: 50% EDA grant #66345D-6345D-4102-103 and 50% District grant match 018-1095D-4102-103.

Rationale for Purchase: The proposal received meets all specifications required.

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

REQUEST FOR PROPOSAL

ILLINOIS EASTERN COMMUNITY COLLEGES

Recipient of U.S. Department of Commerce, Economic Development Administration Grant
Award
06-79-06113.

TIME AND PLACE OF BIDS

Notice is hereby given that sealed bids for the Equipment shall be received at the office of the Owner: Illinois Eastern Community Colleges District 529, 233 East Chestnut Street, Olney, IL, 62450 until 10 a.m. local time, on Tuesday, January 14, 2020, and then publicly opened. The Owner reserves the right to accept or reject any bid or waive informality or errors in bidding, to award the contract to his interests, and to hold the bids for a period of thirty (30) days from the bid date.

METHOD OF BIDDING

Unit Costs Bids will be received for the following:

- #1 – 11 Miller Multimatic 255 Pulsed Multi-Process Welders Package
- #2 – 11 Miller 160 A .023” - .035” 200 Series Spool Gun with 20’ Cable
- #3 – 11 Miller .045” Hard-Shell Cored Knurled V Groove Drive Roll and Guide Tube Kit for Millermatic 255

Bids should include all items bid as one contract price.

PREPARATION OF BIDS

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

METHOD OF BID EVALUATION

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

SALES TAX

Retailers Occupational Sales Taxes are not applicable for this project.

SHIPPING & HANDLING

All freight and delivery must be included in bid.

SPECIAL PROVISIONS

Buy America: To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance.

Federal Participation Disclosure: This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

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

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

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

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

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

Specifications for Hand-Held Welders

HAND-HELD WELDERS

11 – Miller Multimatic 255 Pulsed Multi-Process Welders Package: 575 Volt 230 Amps at 25.5 Volt 60%, 200 Amps at 28 Volt 60%, 230 VAC at 25.5 V 60% Duty Cycle, 275 VAC at 21 V-60% Duty Cycle 350 Single Phase 180 lb with EZ-Latch Dual Cylinder Running Gear & TIG Kit (everything included in picture.)



11 – Miller 160 A .023” - .035” 200 Series Spool Gun with 20’ Cable

11 – Miller .045” Hard-Shelled Cored Knurled V Groove Drive Roll and Guide Tube Kit for Millermatic 255

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL. DELIVERED TO OLNEY CENTRAL COLLEGE, 305 N. WEST STREET, OLNEY, ILLINOIS 62450. THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

TOTAL BID \$ _____

APPROX. DELIVERY DATE _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

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

Agenda Item #10

District Finance

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

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
December 31, 2019**

FUND	BALANCE
Educational	\$6,010,296.65
Operations & Maintenance	\$785,574.63
Operations & Maintenance (Restricted)	\$400,930.40
Bond & Interest	\$313,897.22
Auxiliary	\$2,326,664.07
Restricted Purposes	(\$422,586.16)
Working Cash	\$155,922.58
Trust & Agency	\$515,674.69
Audit	(\$5,218.91)
Liability, Protection & Settlement	\$643,743.80
	<hr/>
TOTAL ALL FUNDS	\$10,724,898.97
	<hr/> <hr/>

Respectfully submitted,

Ryan Hawkins, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Comparative Combined Balance Sheets - All Funds
December 31, 2019 & 2018

	ALL FUNDS	
	Fiscal	Fiscal
	Year	Year
	2020	2019
ASSETS:		
CASH	\$ 10,724,899	\$ 10,632,289
IMPREST FUND	21,300	21,300
CHECK CLEARING	14,500	12,500
CDB PROJECT TRUST	152,048	75,467
INVESTMENTS	17,475,000	19,750,000
RECEIVABLES	3,307,165	3,265,817
INVENTORY	431,572	452,424
OTHER ASSETS	463,650	462,250
FIXED ASSETS (Net of Depr)	15,760,066	16,238,034
TOTAL ASSETS AND OTHER DEBITS:	\$ 48,350,200	\$ 50,910,081
 LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ 5,285	\$ 195,597
ACCOUNTS PAYABLE	230,429	369,927
DEFERRED REVENUE	68,765	72,189
L-T DEBT GROUP (FUND 9)	3,647,603	7,370,668
OPEB (Prior Year Restated for GASB 75 Implementation)	15,780,483	15,228,583
TOTAL LIABILITIES:	\$ 19,732,565	\$ 23,236,964
 FUND BALANCES:		
FUND BALANCE	24,408,866	26,502,497
INVESTMENT IN PLANT (Net of Depr)	15,760,066	16,238,034
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(19,428,086)	(22,599,251)
RESERVE FOR ENCUMBRANCES	7,876,789	7,531,837
TOTAL EQUITY AND OTHER CREDITS	28,617,635	27,673,117
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 48,350,200	\$ 50,910,081

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 For the Periods Ended December 31, 2019 & 2018

	FY 2020 YEAR-TO-DATE	FY 2019 YEAR-TO-DATE
REVENUES:		
LOCAL GOVT SOURCES	\$ 6,713,164	\$ 6,764,218
STATE GOVT SOURCES	5,152,630	5,247,305
STUDENT TUITION & FEES	11,599,983	11,688,595
SALES & SERVICE FEES	1,709,007	1,787,624
FACILITIES REVENUE	14,315	12,782
INVESTMENT REVENUE	208,068	125,426
OTHER REVENUES	88,383	866,737
TOTAL REVENUES:	<u>25,485,550</u>	<u>26,492,687</u>
EXPENDITURES:		
INSTRUCTION	5,287,496	5,325,922
ACADEMIC SUPPORT	230,666	238,656
STUDENT SERVICES	803,337	796,838
PUBLIC SERV/CONT ED	5,913	13,997
OPER & MAINT PLANT	1,548,007	1,350,843
INSTITUTIONAL SUPPORT	5,931,238	5,757,887
SCH/STUDENT GRNT/WAIVERS	4,520,565	4,316,617
AUXILIARY SERVICES	3,115,945	2,813,246
TOTAL EXPENDITURES:	<u>21,443,167</u>	<u>20,614,006</u>
TRANSFERS AMONG FUNDS:		
INTERFUND TRANSFERS	-	-
TOTAL TRANSFERS AMONG FUNDS:	<u>-</u>	<u>-</u>
NET INCREASE/DECREASE IN NET ASSETS	<u>\$ 4,042,383</u>	<u>\$ 5,878,681</u>

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2018-2020**

College	Category	FISCAL YEAR 2018			FISCAL YEAR 2019			FISCAL YEAR 2020			% of Year
		Anticipated Budget	Spent Thru December	% of Bdgt	Anticipated Budget	Spent Thru December	% of Bdgt	Anticipated Budget	Spent Thru December	% of Bdgt	
Frontier	Bills		\$ 355,595			\$ 327,496			\$ 407,040		
	Payroll		1,024,718			1,053,682			1,011,493		
	Waivers		577,571			648,788			638,719		
	Totals	\$ 4,189,416	1,957,884	47%	\$ 4,550,604	2,029,966	45%	\$ 4,370,599	2,057,252	47%	50%
Lincoln Trail	Bills		472,888			557,703			524,300		
	Payroll		1,073,125			1,119,629			1,076,594		
	Waivers		694,966			716,935			772,527		
	Totals	\$ 4,531,653	2,240,979	49%	\$ 4,788,234	2,394,267	50%	\$ 5,365,117	2,373,421	44%	50%
Olney Central	Bills		743,220			841,115			796,304		
	Payroll		2,132,644			2,130,702			2,201,587		
	Waivers		504,312			569,213			630,690		
	Totals	\$ 7,303,330	3,380,176	46%	\$ 7,449,755	3,541,030	48%	\$ 7,669,580	3,628,581	47%	50%
Wabash Valley	Bills		525,657			614,560			753,840		
	Payroll		1,402,762			1,482,222			1,483,006		
	Waivers		1,017,933			1,060,067			1,249,404		
	Totals	\$ 6,136,568	2,946,352	48%	\$ 6,236,897	3,156,849	51%	\$ 6,449,215	3,486,250	54%	50%
Workforce Educ.	Bills		127,298			125,402			120,788		
	Payroll		508,907			454,860			465,161		
	Waivers		1,114,872			1,212,980			1,070,875		
	Totals	\$ 4,869,942	1,751,077	36%	\$ 4,258,339	1,793,242	42%	\$ 4,396,670	1,656,824	38%	50%
District Office	Bills		137,022			157,045			153,716		
	Payroll		521,140			553,266			526,862		
	Waivers		-			-			-		
	Totals	\$ 1,614,463	658,162	41%	\$ 1,519,023	710,311	47%	\$ 1,551,484	680,578	44%	50%
District Wide	Bills		789,774			874,701			1,137,820		
	Payroll		402,048			427,553			444,093		
	Waivers		82,112			109,133			158,545		
	Totals	\$ 2,705,152	1,273,934	47%	\$ 2,883,536	1,411,387	49%	\$ 3,107,121	1,740,458	56%	50%
GRAND TOTALS		\$31,350,524	\$ 14,208,564	45%	\$ 31,686,388	\$15,037,052	47%	\$32,909,786	\$15,623,364	47%	50%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
December 31, 2019

	FY 2020		FY 2019		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	\$ 7,208,794	46.14%	\$ 7,221,914	48.03%	\$ (13,120)	-0.182%
Employee Benefits	1,169,971	7.49%	1,265,603	8.42%	(95,632)	-7.556%
Contractual Services	746,817	4.78%	454,580	3.02%	292,237	64.287%
Materials	865,409	5.54%	874,926	5.82%	(9,517)	-1.088%
Travel & Staff Development	100,305	0.64%	97,758	0.65%	2,547	2.605%
Fixed Charges	60,820	0.39%	106,720	0.71%	(45,900)	-43.010%
Utilities	520,496	3.33%	508,429	3.38%	12,067	2.373%
Capital Outlay	370,699	2.37%	61,384	0.41%	309,315	503.902%
Other	4,580,053	29.32%	4,445,738	29.57%	134,315	3.021%
	<u>\$ 15,623,364</u>	<u>100.00%</u>	<u>\$ 15,037,052</u>	<u>100.00%</u>	<u>\$ 586,312</u>	<u>3.899%</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: Marilyn Holt
DATE: January 17, 2020
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.1, 400.3, 400.4., 400.5. and 400.6 have been sent under separate cover.

INDEX

- 400.1. Employment**
- 400.2. Special Assignments**
- 400.3. Title Change**
- 400.4. Rate Adjustment**
- 400.5. Resignation Ratifications**
- 400.6. Retirement Ratification**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Professional/Non-Faculty - Exempt

1. Joy Smith, Educational Technology Specialist, Title III, FCC, effective January 23, 2020, employment contingent upon continued grant funding.

B. Professional/Non-Faculty – Non-Exempt

1. Beverly Mathews, Director Cozy Corner, OCC, effective January 22, 2020.

C. Classified

1. Caleb Dunn, Maintenance/Groundskeeper, FCC, effective January 23, 2020.
2. Sheryl Childers, Administrative Assistant, Human Resources, DO, effective February 10, 2020, pending successful completion of background check.
3. Sheri Gray, Recruiter/Advisor, OCC, effective January 27, 2020, pending successful completion of background check.

400.2. Special Assignments

A. Academic

1. Jared Gullett, Lead Instructor, Health Programs, LTC, \$550/year, effective Spring 2020 Semester.
2. Ronda Hockgeiger, Lead Instructor, Social Services, WVC, \$550/year, effective Spring 2020 Semester.
3. Tina Lindley, Lead Instructor, Process Technology, LTC, \$550/year, effective Spring 2020 Semester.

B. Athletic

1. John (Asa) Deffendall, Head Softball Coach, WVC, \$6,000/year, effective January 22, 2020.

C. Other

1. Kent Staley, O & M Team Leader, FCC, \$7,500/year, effective January 22, 2020.

400.3. Title Change

A. Professional/Non-Faculty

1. John (Asa) Deffendall, Bookstore Manager/Assistant Softball Coach to Bookstore Manager, effective January 22, 2020.

400.4. Rate Adjustment

A. Classified

1. Kent Staley, Maintenance/Groundskeeper from \$14.31/hour to \$15.50/hour, effective January 22, 2020.

400.5. Resignation Ratifications

A. Classified

1. Chad Groves, TRIO Upward Bound Counselor/WVC, DO, effective January 27, 2020.
2. William Rude, Technology Systems Specialist, DO, effective February 6, 2020.

400.6. Retirement Ratification

A. Faculty

1. Don Bennett, Workforce Education Faculty, effective June 1, 2020.

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment

