

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

August 21, 2018



Location:

**Frontier Community College
2 Frontier Drive
Fairfield, Illinois 62837**

**Dinner – 6:00 p.m. – Bob Boyles Foundation Hall
Meeting – 7:00 p.m. - Bob Boyles Foundation Hall**

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

**Illinois Eastern Community Colleges
Board Agenda**

August 21, 2018

7:00 p.m.

**Frontier Community College
Bob Boyles Foundation Hall**

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
6. Policy First Reading (and Possible Approval) Bruce
 - A. None
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. FY2019 Tentative Budget Hawkins
 - B. Homefield Electrical Supplier Contract..... Bruce
 - C. Lease with ROE #12 Preschool Program Bruce
 - D. CARLI Digital Collection Agreement..... Bruce
 - E. Athletic Training Agreement with Carle Richland Memorial Hospital - OCC Bruce
 - F. Athletic Training Agreement with Wabash General Hospital - WVC Bruce
 - G. Board of Trustees Election Bruce
 - H. Affiliation Agreements Bruce
 - Helia Health Care - ADN
 - Gibson General Hospital - ADN
 - Comprehensive Dental Care of Mt. Carmel - Medical Office Careers - OCC
9. Bid Committee Report..... Bruce
 - A. None

- 10. District Finance
 - A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins
- 11. Chief Executive Officer’s Report..... Bruce
- 12. Executive Session..... Bruce
- 13. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes..... Bruce
 - B. Audio Executive Session Minutes Bruce
- 14. Approval of Personnel Report Bruce
- 15. Collective Bargaining..... Bruce
- 16. Litigation Bruce
- 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, at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, Tuesday, July 17, 2018.

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

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

John D. Brooks, Gary Carter, Brenda K. Culver, G. Andrew Fischer, Alan Henager, James Lane, Jan Ridgely. Also present was Hayley Neuman, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:
Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.
Jay Edgren, President of Frontier Community College.
Matt Fowler, President of Wabash Valley College.
Ryan Gower, President of Lincoln Trail College.
Rodney Ranes, President of Olney Central College.
Tara Buerster, Director of Human Resources
Alex Cline, Director of Information & Communications Technology.
Robert Conn, Interim Chief Academic Officer
Ryan Hawkins, Chief Finance Officer/Treasurer.
Renee Smith, Executive Assistant to CEO/Board Secretary.
Michael Thomas, Dean of Workforce Education

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, June 19, 2018 were presented for disposition.

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

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

#3-A. Visitors & Guests: Visitors and 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: Reports were presented from each of the colleges.

#5-C. Report from Cabinet: None.

AGENDA #6 – “Policy First Readings (and Possible Approval)” –

#6-A. 100.15 Tobacco Free Smoke Free Campus: The CEO presented the following revised policy which addresses medical marijuana use and includes the required definitions. The CEO recommended that second reading be waived and that the revised policy be approved.

BOARD OF TRUSTEES - 100

Tobacco Free/Smoke-Free Campus Policy (100.15)

Date Adopted: December 17, 1996

Revised: October 15, 2013

Revised: September 16, 2014

Revised: June 16, 2015

Revised: July 17, 2018 (Pending Board approval)

The Board of Trustees of Illinois Eastern Community Colleges recognizes the importance of providing a healthy environment for students, staff, and the general public in compliance with the Illinois ~~Clean Indoor Air Act~~ and the Smoke Free Campus Act (Public Act 98-0985). In addition to smoking, the District further extends the prohibition to include tobacco products and the littering of tobacco product remains or any other related tobacco waste product on District property.

~~Use of tobacco products is prohibited in any District 529 facility that is open and available to the general public. Use of tobacco products is prohibited in any vehicle owned or leased by District 529. As of July 1, 2015, smoking and the use of tobacco products is prohibited on all IECC property, both indoors and outdoors, with the only exception being persons in non-District owned or leased vehicles. and in District owned vehicles. Littering the remains of tobacco products or any other related tobacco waste product on District property is further prohibited.~~

This policy applies to any individual on IECC property, including but not limited to students, faculty, staff, contractors, subcontractors, volunteers, members of the public, business invitees, and visitors to the college. This policy is applicable twenty-four (24) hours a day, seven (7) days a week and will be communicated to all through conspicuous signage. Maps depicting the

locations where smoking and tobacco use are prohibited will be posted on the IECC website. Persons who purposely violate this policy shall be subject to appropriate disciplinary action.

Definitions

“Smoking” means (1) lighting or burning any type of matter or substance that contains tobacco, including but not limited to cigarettes, cigars, cigarillos, pipes, beedies, kreteks, water pipes, bong, and hookahs; (2) lighting or burning of non-tobacco plants or marijuana (including medical marijuana); and (3) using electronic cigarettes, electronic vaporizing devices, personal vaporizers, or electronic nicotine delivery systems, or any electronic inhaler that is meant to simulate and substitute for tobacco smoking.

“Tobacco Products” means all forms of tobacco, including but not limited to cigarettes, cigars, cigarillos, ~~pipes, beedies, kreteks, water pipes, bong, hookahs,~~ smokeless tobacco, snuff, chewing tobacco, or any other similar tobacco product, ~~electronic cigarettes or e-cigarettes, electronic vaporizing devices, personal vaporizers, or electronic nicotine delivery systems, or any electronic inhaler that is meant to simulate and substitute for tobacco smoking.~~

“IECC Property” means any property owned, leased, occupied, operated or otherwise controlled by Illinois Eastern Community Colleges, including but not limited to vehicles, academic and auxiliary buildings, entrances to buildings, classrooms, laboratories, residence halls, elevators, stairwells, restrooms, roofs, meeting rooms, hallways, lobbies, conference facilities, athletic complexes, exterior open spaces, lots, driveways, loading docks, sidewalks, and walkways, and as further set forth on the Tobacco-Free Campus Map for each college.

~~This policy applies to any individual on IECC property, including but not limited to students, faculty, staff, contractors, subcontractors, volunteers, members of the public, business invitees, and visitors to the college. This policy is applicable twenty four (24) hours a day, seven (7) days a week. Persons who purposely violate this policy shall be subject to appropriate disciplinary action.~~

Board Action: Trustee Brenda Culver made a motion that second reading be waived and that the foregoing Tobacco Free Smoke Free Campus Policy 100.15 revised and approved as recommended. Student Trustee Hayley Neuman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

#8-A. 2018-2019 Catalog: Robert Conn reviewed the 2018-2019 IECC Catalog. The catalog lists all courses, programs, degrees and certificates, along with the district policy that

applies to operation of the district and its students. Throughout the year, the Board of Trustees is asked to approve changes to the catalog. These changes are added to the electronic version on the IECC website and this amended electronic version becomes the binding document for the district's relationship with students, faculty, and staff. Because high school counselors continue to use the catalog when advising students, the District will print 1,045 catalogs for a price of approximately \$5,038.00. The Board Chairman recommended approval to print the 2018-2019 Catalog.

Board Action: Trustee Gary Carter made a motion to approve printing of the 2018-2019 IECC Catalog as presented and recommended. Trustee James Lane seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. 2018 Program Review: Robert Conn reviewed the 2018 Program Review Report. The report contains a detailed review of specific career and technical education programs and academic transfer disciplines based on quality, cost, and need. The 2018 review included 16 career and technical education degrees and certificates as well as the academic discipline of mathematics/computer science. Academic support services reviews consisted of Learning and Tutoring Centers and Career Centers and Job Placement. The cross-disciplinary curriculum review included remedial math. The CEO recommended approval of the 2018 Program Review Report.

Board Action: Trustee James Lane made a motion to approve the 2018 Program Review as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. 2018 Biennial Review Report Drug Free Schools and Community Act: Robert Conn reviewed the Biennial Review Report 2018, Drug-Free Schools and Communities Act. Under the provisions of the Act, the Board certifies that IECC has conducted a biennial review of its drug prevention program and policy and has determined that it is adequately effective in promoting a drug-free campus environment to students, faculty and staff. It must also be certified that the District will continue to conduct a biennial review of the program's effectiveness, implement needed changes, and ensure that disciplinary sanctions are consistently enforced. The biennial review is required by the Drug-Free Schools and Campus Regulations, as set forth in the Education Department of General Administrative Regulations (EDGAR) Part 86.100, as a condition of receiving funds or any form of financial assistance under any federal program. The CEO recommended that the IECC 2018 Biennial Review be approved as presented.

Board Action: Trustee Brenda Culver made a motion to approve the IECC Biennial Review Report 2018, Drug-Free Schools and Communities Act, as recommended. Student Trustee Hayley Neuman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent:

None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Articulation Agreement between USI and IECC – Graphic Arts & Design:

Robert Conn presented an articulation agreement between Illinois Eastern Community Colleges and the University of Southern Indiana to facilitate transfer into USI's Bachelor of Science Degree for IECC graduates who earn the A.A.S. in Graphic Arts and Design to the B.A. or B.S. in the Art/Graphic Design emphasis program at the University of Southern Indiana. The CEO recommended approval of the articulation agreement between IECC and USI.

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

#8-E. Technology Plan: Alex Cline reviewed the Technology Plan for FY2019, FY2020 and FY2021. The plan was developed by the Technology Committee and established a blueprint that sets the IECC's Information Technology vision, its strategic directions, and the action plans for supporting the academic experience of students and strengthening the educational mission of faculty and staff.

The Technology Plan is grouped into the categories of administrative systems, networking infrastructure, telecommunications, software, and other technology resources. The plan reviews the progress of FY 2017 projects and sets the goals for FY2019, FY2020 and FY2021.

The Technology Plan for FY2019, FY2020 and FY2021 contemplates expenditures of The Technology Plan from 2019-2021 contemplates expenditures of \$575,000 each year for a total anticipated expenditure of \$1,725,000. The CEO recommended approval of the Technology Plan as recommended.

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

#8-F. Prevailing Rate of Wages: The CEO presented and recommended adoption of "An Ordinance of the Board of Trustees of Illinois Eastern Community Colleges Ascertain the Prevailing Rate of Wages for Laborers, Mechanics and Other Workers Employed in any Public Works of Said District." The ordinance is the same as adopted one year ago and includes attachments listing the prevailing rate of wages for Crawford, Richland, Wabash and Wayne Counties, Illinois, as determined by the Illinois Department of Labor under date of June 2018. The determination is to be on file in the District Office and available to any interested party, attached to all contract specifications, and copies are to be mailed to the Secretary of State Index

Division and Illinois Department of Labor. A notice of the determination must be published. The CEO recommended approval of the Prevailing Rate of Wages as presented.

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

#8-G.-#8-H.-#8-I Athletic Training Agreements - FCC - LTC - WVC: Frontier Community College, Lincoln Trail College, and Wabash Valley College have requested the renewal of the existing Athletic Training Services Agreement for services for a one year period to cover academic year 2018-2019. The CEO recommended approval of the agreements with Crawford Memorial Hospital for Lincoln Trail and with Wabash General Hospital for Frontier and Wabash Valley.

Board Action: Trustee James Lane made a motion to approve all three of the Athletic Training Agreements as listed in full in the agenda, under one roll call. The agreements are between Illinois Eastern Community Colleges - Frontier Community College and Wabash General Hospital, located in Mt. Carmel; Lincoln Trail College and Crawford Memorial Hospital, located in Robinson; and Wabash Valley College and Wabash General Hospital, located in Mt. Carmel. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees Absent: None. The motion having received 7 yea votes and 0 nay votes the Chair declared the motion carried.

#8-J. Emergency Repair at OCC - Olney Central College's Wattleworth Hall needs a replacement heat exchanger for the rooftop HVAC unit located above the Learning Resource Center. The heat exchanger has rusted out due to age and is unsafe to start for the upcoming winter season. Under State bidding requirements law, projects costing more than \$25,000 must be bid. However, there is exception where the Board declares an emergency and a project can be completed without bidding. The District replaced an identical heat exchanger last year for a cost of \$27,600. The cost is anticipated to be no greater than \$33,000. The District will request quotes on the project. The CEO recommended that emergency repair to the heat exchanger be approved.

Board Action: Trustee James Lane made a motion to declare an emergency so that the District can replace the required heat exchanger in preparation for the winter heating season. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried

#8-K. Appointment of Audit Committee - Board members Gary Carter and John Brooks currently serve as members of the Board Audit Committee. The Committee annually meets with the District's independent auditors to review the completed audit. Committee members then report to the Board and the Board takes action on the audit.

Board Action: Trustee James Lane made a motion to reappoint Board members John Brooks and Gary Carter to the audit committee. The motion was seconded by Trustee Jan Ridgely and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-L. Affiliation Agreement with the Office of Dr. Bachar Malek - CMA - LTC - IECC wishes to enter into an affiliation agreement with the Office of Dr. Bachar Malek. This agreement is for Lincoln Trail's Certified Medical Assistant Program and is the standard agreement utilized by the district. The CEO recommended approval.

Board Action: Trustee Gary Carter made a motion to approve the affiliation agreement with the Office of Dr. Bachar Malek as recommended. Student Trustee Hayley Neuman seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of June 30, 2018.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for July 2018, totaling \$1,051,331.57, 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 July 2018, in the amounts listed, and payments from the revolving fund for June 2018. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Chief Executive Officer's Report” – The Board granted authority for CEO Terry Bruce to accept the terms of an agreement with ROE #12 for housing the Preschool for all Program at LTC. The final agreement will be presented for formal approval at the August 2018 Board of Trustees meeting.

AGENDA #12 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting, Tuesday, July 17, 2018.

AGENDA #13 – “Approval of Executive Session Minutes” – No executive session was held during the regular meeting, Tuesday, June 19, 2018.

AGENDA #14 – “Approval of Personnel Report” – The CEO presented the following amended Personnel Report and recommended approval.

400.1. Employment of Personnel

A. Professional Non-Faculty, Exempt

1. Anna Bunting, Manager of Food Services, WVC, effective July 18, 2018.

B. Classified

1. Kathryn Sutton, Custodian/Groundskeeper, FCC, effective July 23, 2018, pending successful completion of background check.

400.2. Academic Year 2018-2019 Educational Level Change

A. Faculty

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Brittany Harris	B +16	M	\$1,000

400.3. Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Days per Calendar Year</u>
Shirley Smithenry	Carle Richland Memorial Hospital, Olney, IL	60
Angelia Williams	Good Samaritan Hospital Vincennes, IN	12

400.4. Resignation Ratifications

A. Professional/Non-Faculty

1. Ashlee Spannagel, Program Director of Grants & Compliances, DO, effective July 20, 2018.

B. Classified

1. Tim Gallion, Upward Bound Counselor, DO (LTC), effective August 22, 2018.
2. Hayley Kirkham, Upward Bound Counselor, DO (LTC), effective August 25, 2018.

#14-A. Board Action to Addend Personnel Report: Trustee Al Henager made a motion to addend the Personnel Report, to add an addendum for items under 400.5. Student Trustee Hayley Neuman 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: Student Trustee Hayley Neuman made a motion to approve the amended Personnel Report as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – “Collective Bargaining” – None.

AGENDA #16 – “Litigation” – None.

AGENDA #17– “Other Items” – None.

AGENDA #18 – “Adjournment” – Trustee Gary Carter made a motion to adjourn. Student Trustee Hayley Neuman seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:15 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

FY2019 Tentative Budget

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: August 21, 2018

RE: FY2019 Tentative Budget

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

The fiscal year 2019 tentative budget was sent to the Board of Trustees under separate cover. The tentative budget document represents the current and best judgment of the district administration relative to anticipated revenues for fiscal year 2019. Currently, the district is projecting revenue of \$33,220,748 and expenditures of \$31,686,388 for the operating funds. As compared to fiscal year 2018, this represents a modest increase of 2.4% in revenues, primarily driven by an increase in allocated state grants from the ICCB. Expenditures for the year are relatively steady against fiscal year 2018 budget at a 1% increase. The tentative budget based on information available at the time of publication. If new information becomes available, changes will be made to the final budget and those changes will be reviewed with the Board on September 18th prior to approval of a final budget.

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

I ask the Board of Trustees' approval of the tentative budget as presented.

TLB/akb

Agenda Item #8B

Homefield Electrical Supplier Contract

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: August 21, 2018
RE: Homefield Electrical Supplier Contract

Prior to October 2009, the District did not have a purchase power agreement. In October 2009, the District approved the first two-year contract with Ameren Energy Marketing (AEM), a non-regulated subsidiary of Ameren CIPS. The Board approved a second contract with AEM covering the period Nov 2011 - Nov 2013. In October of 2013, the Board approved a purchase power contract extending through November 2016. (In the intervening time, Ameren Electric Marketing has been purchased by Dynegy and the name changed to Homefield Energy.) In October 2016 the Board approved a purchase power contract extending through November 2018. This is the history of the District's purchase power agreements:

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

The District has been monitoring the trends in electrical rates and has contacted Homefield Energy to extend the District's contract which expires in November 2018. Homefield Energy has made a proposal for an electrical power purchase contract. Under the proposal, Homefield Energy would supply power from November 2018 to November 2020 at 4.519 cents per kWh. This is lower than the current rate and is within industry parameters.

Under the Homefield proposal, the District would pay the following prices for the electrical power portion of the District's electricity bill:

Nov 2018 – Nov 2019	4.458 cents per kWh
Nov 2018 – Nov 2020	4.519 cents per kWh
Nov 2018 – Nov 2021	4.646 cents per kWh

Ryan Hawkins and I have reviewed the Homefield proposal and the trend in slowly increasing electrical rates. Our judgment is that the Board choose the 2018 through 2020 proposal and then review the market prices in two years because the three year contract may outpace the slowly rising costs of electricity.

Because the electric power market changes on a day to day basis, Homefield Energy cannot lock in these rates for the time between the date of this memo (08-15-18) and the August 21st board

meeting. Therefore, the District may receive a revised offer from Homefield Energy at the board meeting and the actual rates and rate could change by up to .01 of a cent per kilowatt hour, up or down. It is not anticipated that there will be any substantial changes in electrical power rates in the next week, but Homefield Energy can only guarantee the rates that they will provide to the District on the day of Board meeting and those rates will be valid up to midnight August 21, 2018.

I would recommend that the Board approve a 24-month contract with Homefield Energy for the time period November 2018 through November 2020 for electric power service.

TLB/rs

Agenda Item #8C

Lease with ROE #12 Preschool Program

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: August 21, 2018
RE: Lease with ROE #12 Preschool Program

Regional Office of Education #12 wishes to establish a Pre-K, ages 3-5 program at Lincoln Trail College. Lincoln Trail College has sufficient space that could be made available for such a program.

The following lease sets forth the conditions and ROE #12 has agreed to pay \$1,200 per month for the use of the space required.

I ask the Board's approval of a lease between ROE #12 and the District.

TLB/rs

Attachment

LEASE AGREEMENT
BETWEEN
STORYBROOKE PRE-K
(A Regional Office of Education #12 Preschool Program)
AND
ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 21st day of August, 2018 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Storybrooke Pre-K Program (A Regional Office of Education #12 Preschool Program), whose address is 103 W. Main St, Olney, IL 62450 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. The LESSOR hereby leases to the LESSEE the following premises: Room 107 in the Professional Annex of Lincoln Trail College, 11220 State Hwy 1, Robinson, IL 62454 (approximately 1,450 sq. ft.), to be used exclusively as classroom facilities for the facilitation of a pre-K program to allow local residents to have access to educational opportunities for children aged 3-5.
3. To have and to hold the premises with the appurtenances under the following terms: commencing August 22, 2018 through June 30, 2019 and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed One Thousand Two Hundred Dollars (\$1,200.00) monthly. The rent shall be due and paid by the 5th day of each month. Rents for part of a month will be prorated accordingly. Any prorated rent for the first month will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, janitorial service and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.
8. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.

Agenda Item #8D

CARLI Digital Collection Agreement

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: August 21, 2018
RE: CARLI Digital Collection Agreement

For more than a decade, the District has had an agreement with the Consortium of Academic and Research Libraries in Illinois (CARLI). This allows District students access to over 33 million books, magazines, and technical journals. The District's agreement with CARLI has been an extremely successful partnership and students who continue their education as a transfer student walk into universities who are also members of CARLI.

The agreement the District has is called the I-Share Participation Agreement. Since that initial agreement, there has been an explosion of digital collections and social media and the legal counsel has advised CARLI that it is now necessary to create a document which parallels the I-Share participation Agreement and would address participation in CARLI digital collections. This agreement would provide a guarantee that the District has appropriate rights to use the images stored, while also addressing the promotional use of images from the digital collection in social media.

In fact, Wabash Valley began a project several years ago for the District and they have included much of the Wabash Valley College archives, the OCC yearbooks, and several collections from local communities from within the District. If any Board member wants to see the information stored, just go to the shared library resource center homepage and click on "IECC CARLI digital collections". The information represented there is broad and truly fascinating.

Because of the nature of digital collections, I would ask the Board to approve this CARLI digital collection image license terms and conditions agreement.

TLB/rs

Attachment

CARLI Digital Collections Image License Terms and Conditions Agreement

This Agreement is entered into by and between Illinois Eastern Community College District #529, through its academic library (“Institution”), and the Board of Directors of the Consortium of Academic and Research Libraries in Illinois (“CARLI”) and is effective as of the final date of signature.

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

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

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

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

A. Definitions.

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

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

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

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

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

B. Terms and Conditions.

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

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

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

C. Ownership and Licensing

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

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

3. Metadata. Institution agrees to provide CARLI all Metadata associated with Institution Items in accordance with CARLI's Metadata guidelines, as currently provided at https://www.carli.illinois.edu/sites/files/digital_collections/documentation/guidelines_for_metadata.pdf.

4. Credit and Attribution. In consideration of Institution granting CARLI a license to Institution Items, CARLI agrees to give credit and attribution to Institution when publishing its Items. Institution authorizes CARLI, and grants CARLI the right to authorize Online Platforms to use its name to grant the foregoing credit and attribution.

D. Liability and Governing Law

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

As legally authorized representatives authorized to execute agreements and contracts, I agree by signing this document that the institution will abide by all of the terms and conditions stated in this agreement for participation in CARLI Digital Collections.

Name of Institution: _____

Institutional Representative:

Library Representative:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

CARLI:

Signature

Print Name

Title

Date

To be completed by Institution and returned to:

Consortium of Academic and Research Libraries in Illinois (CARLI)
100 Trade Centre Drive, Suite 303
Champaign, IL 61820-7233
support@carli.illinois.edu

Agenda Item #8E

Athletic Training Agreement with Carle Richland Memorial Hospital - OCC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: August 21, 2018
RE: Carle Richland Memorial Hospital Athletic Training Services Contract - OCC

Carle Richland Memorial Hospital has requested a renewal of the existing Athletic Training Services Agreement for an additional one-year period to cover academic year 2018-2019.

Olney Central College has been extremely satisfied with the services provided by Carle Richland Memorial Hospital under the existing agreement and OCC wishes to extend the agreement.

I ask the Board's approval of this extension of the Athletic Training Services Agreement with Carle Richland Memorial Hospital.

TLB/rs

Attachment

ATHLETIC TRAINING SERVICES AGREEMENT

This **ATHLETIC TRAINING SERVICES AGREEMENT** (the “**Agreement**”) is entered into on the date of the last signature below (“**Effective Date**”) by and between **Richland Memorial Hospital Inc. d/b/a/ Carle Richland Memorial Hospital** (“**Carle**”) and **Olney Central College** (“**School**”). Unless the context of the sentence would provide a different interpretation, Carle and School may be collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

WITNESSETH:

WHEREAS, Carle is a not-for-profit corporation located in Olney, Illinois whereby through its providers can offer athletic training services to schools in Richland County and the surrounding communities;

WHEREAS, School is an educational institution which offers certain athletic programs for its students and desires to provide athletic training services for its student who participate in these athletic programs (“**Student Athletes**”); and

WHEREAS, School desires to have Carle provide such athletic training services to School’s Student Athletes pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions as set forth herein, the Parties agree as follows:

I. OBLIGATIONS OF CARLE

- 1.1 Certified Athletic Trainer. Carle shall provide to School the services of an athletic trainer certified by the National Athletic Trainers' Association Board of Certification, Inc., and licensed by the State of Illinois to provide athletic training services (“**Athletic Trainer**”) pursuant to this Agreement.
- 1.2 Services. Athletic Trainer shall provide those services for the School’s sport events and practices listed on Exhibit A (“**Services**”) attached hereto and incorporated herein. Carle cannot guarantee Services for events that are cancelled or rescheduled without a minimum of two (2) weeks’ notice.
- 1.3 Reporting Relationship. Athletic Trainer shall report directly to the physician medical director of Carle or his/her designee.

II. OBLIGATIONS OF SCHOOL

- 2.1 Equipment and Supplies. School shall provide Athletic Trainer with the necessary equipment and supplies to enable Athletic Trainer to fulfill his/her responsibilities hereunder. Such equipment and supplies shall include, but not be limited to, those supplies listed on Exhibit B (“**Equipment and Supplies**”) to this Agreement, attached hereto and incorporated herein. School agrees to provide the maintenance, cleaning and safety on the Equipment and Supplies as applicable. School shall provide biohazardous waste containers and removal of such waste as necessary for the Services.
- 2.2 Schedule. School shall provide Carle and each Athletic Trainer with a schedule of events which designates times, dates and location of the events as soon as available.

- 2.1 Notification of Additional Requested Services and Cancellations. School and/or its designees will provide Carle with a minimum of two (2) weeks advance notice of additional requested services other than those Services specified on Exhibit A. School will make every attempt to contact Carle regarding any cancellations or schedule changes due to weather or other circumstances as soon as this information becomes available.
- 2.2 Student Athlete Roster. School will provide Carle with all applicable current roster(s) of Student Athletes together with the Services being provided to them. School must submit these rosters to Carle prior to the start of practice or participation by Student Athletes in the relevant sport or event. In the event a new Student Athlete joins the sport or event after the original roster has been submitted, School is responsible for notifying Carle of the new Student Athlete prior to the start of practice or participation by the Student Athlete in the relevant sport or event.
- 2.3 Acknowledgement. School will prominently display a Carle banner, provided by Carle at all game sites. School will also provide a substantial advertisement for Carle in all home programs, when applicable. Copy of the advertisement will be provided by Carle.

III. COMPENSATION/BILLING AND COLLECTIONS

- 3.1 Compensation. In consideration for Carle's Services provided hereunder, School shall compensate Carle as set forth on the fee schedule listed in Exhibit C ("**Fee Schedule**") attached hereto and incorporated herein.
- 3.2 Billing/Collections. On a monthly basis, Carle shall invoice School for amounts due under this Agreement and payment shall be due to Carle by no later than thirty (30) days after receipt of invoice.

IV. TERM AND TERMINATION

- 4.1 Term. The initial term of this Agreement shall be for a period of one (1) years commencing on the Effective Date ("**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "**Renewal Term**") unless either Party provides written notice of termination at least thirty (30) days prior to the end of the then current term. The Initial Term and each Renewal Term will be collectively referred to herein as the "**Term**".
- 4.2 Termination. This Agreement may be terminated with or without cause and for any reason by delivering written notice of intent to terminate to the other Party at least ninety (90) days prior to such termination.

Annual Review. At either Party's request, and not more than one (1) time during each year of this Agreement, the Parties shall meet to review the terms of the Services and this Agreement. Any changes to this Agreement shall be memorialized in an amendment executed by both Parties hereto. In the event that the Parties are unable to reach an agreement regarding a change in the provision of Services or Fee Schedule within a reasonable amount of time (not to exceed thirty (30) days), either Party may terminate this Agreement upon written notice to the other Party.

- 4.1 Effect of Termination. Upon termination of this Agreement, neither Party shall have any further obligations hereunder, except obligations accruing prior to the date of termination.

V. INSURANCE

- 5.1 Comprehensive General Public Liability Insurance. School agrees that at all times during the term of this Agreement that School shall carry general liability insurance with minimum coverage limits of \$1,000,000 each occurrence and \$3,000,000 in the annual aggregate. Upon request by Carle, School shall provide a certificate evidencing such insurance.
- 5.2 Professional Liability Insurance. Carle shall maintain at all times during the term of this Agreement, satisfactory, necessary, and appropriate professional liability insurance in the amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Such insurance shall cover all Athletic Trainers providing the Services pursuant to this Agreement. Upon request by School, Carle shall provide a certificate evidencing such insurance.
- 5.3 Costs. Each Party shall bear its own costs, claims, and liabilities arising from this Agreement.

VII. GENERAL PROVISIONS

- 6.1 Independent Contractor. Each Party is acting independently of the other Party and the provisions of this Agreement shall not be construed as meaning that the Parties hereto are acting as the agents or employees of the other Party hereof, but, in fact, each Party recognizes that it is acting in the capacity of an independent contractor. Neither party will, or will allow its employees, agents, representatives or independent contractors to hold itself or themselves out as the agent or representative of the other.
- 6.2 Compliance with Law. Carle and School agree to abide by all federal, state and local laws and regulations, including but not limited to the Illinois School Records Act, the Family Educational Rights and Privacy Act, Health Insurance Portability and Accountability Act, Anti-Kickback Statute, and Stark Law.
- 6.3 Confidentiality of Materials. Any information disclosed by Carle to School which may include, but is not limited to, data, forms, reports, systems, or proprietary information shall be deemed "Confidential Information". School agrees to keep all Confidential Information in a secure place and further agrees not to publish, communicate, divulge, use or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after contract performance, any Confidential Information without the prior written consent of Carle. Carle and School agree that the terms and conditions of this Agreement are considered Confidential Information. The obligations of confidentiality shall survive the termination of this Agreement.

Corporate Compliance Program. Carle and its affiliates have a corporate compliance program, ("Program"), 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 agrees to cooperate with Carle in its Program and to take such steps, and provide such information to Carle as may be reasonably necessary pursuant to the requirements of such Program.

6.1 Notices. 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:

Carle Richland Memorial Hospital
800 East Locust Street
Olney, IL 62450
Attn: CEO of Richland Memorial Hospital

Olney Central College
233 East Chestnut
Olney, IL 62450

6.2 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

6.3 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and does constitute the entire Agreement between the Parties hereto. Neither Carle nor School shall be entitled to benefits other than those herein specifically enumerated.

6.4 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach hereof.

6.5 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.

6.6 Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement and the application of any term or provision to person or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and all other terms shall be valid and enforceable to the fullest extent permitted by law.

6.7 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.

6.8 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Carle and School by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

6.9 Interpretation. The Parties hereto acknowledge and agree that (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rule 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 or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement. The headings and subheadings of this Agreement are for reference only and do not affect the meaning or interpretation of this Agreement.

VIII. EXECUTION

IN WITNESS WHEREOF, the duly authorized officer and representative of Carle and School have executed this Agreement on the dates as indicated below.

**RICHLAND MEMORIAL HOSPITAL, INC.
d/b/a Carle Richland Memorial Hospital**

Olney Central College

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - Services

The Athletic Trainer shall provide a total of 630 hours of Services to School (“**Trainer Hours**”).

Carle shall provide the following services:

1. Athletic Training Services at home events
2. Athletic Training Services for injury prevention and injury treatment
3. Athletic Training Services for concussion management

Any additional requested coverage will be billed per hour and applicable travel time.

EXHIBIT B - Equipment and Supplies

School shall provide the following equipment and supplies in order for Athletic Trainer to fulfill his/her responsibilities hereunder:

- 1) 1 ½ inch medical tape
- 2) Tape adherent
- 3) Pre-wrap
- 4) Cooler, Ice and Cups
- 5) Water
- 6) Spine Board and Stretcher (onsite or available through local EMS)

Any additional supplies consistent with the needs of the athletic programs and its student athletes.

EXHIBIT C - Fee Schedule

Six Thousand One Hundred and Eighty Dollars (\$6,180.00)

Agenda Item #8F

Athletic Training Agreement with Wabash General Hospital - WVC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: August 21, 2018
RE: Wabash General Hospital Athletic Training Services Contract - WVC

Wabash General Hospital (WGH) has requested a change in the existing Athletic Training Services Agreement adopted by the Board on July 17, 2018. The new agreement would remove from Exhibit A the sentence which appeared in the July agreement, the words “the athletic Trainer will also prepare reports of all athletic injuries sustained by school students during school events for the nursing and athletic offices as may be requested”. I believe this will not substantially change the current agreement.

In addition, Wabash General Hospital wishes to add an entire new Appendix A-1 on athletic trainer coverage. Under Appendix A-1, the hospital will provide 16 hours of on-site coverage per week including two days of on-site office hours for a minimum of one hour not to exceed three hours in one day.

Home event coverage will be provided and not exceed the total hours set forth in the agreement and requires event changes and notes and states that event changes with less than 24 hours’ notice are not guaranteed coverage. Finally, post season coverage limitations are set forth and that the college will provide the cost of travel, lodging and meals for the hospital’s athletic trainer, but that the hospital will pay for the cost of the hours.

I ask the Board’s acceptance of the alterations to the agreement and further that the altered and amended agreement be adopted by the Board.

TLB/rs

Attachment

ATHLETIC TRAINER SERVICES AGREEMENT

This ATHLETIC TRAINER SERVICES AGREEMENT (the “Agreement”) is made by and between, Wabash General Hospital District, a Hospital District organized to pursuant to the Illinois Hospital District Law (70 ILCS 910/1 et seq.) and as an Illinois not-for-profit, tax exempt corporation located at 1418 College Drive, Mount Carmel, Wabash County Illinois (the “Hospital”) and Wabash Valley College located at 2200 College Drive, Mount Carmel, Illinois 62863 (the “School”) and shall be effective on the ____ day of July, 2018 (the “Effective Date”) (Hospital and School are individually referred to as a “Party” and are collectively referred to as “the Parties”).

RECITALS

WHEREAS, Hospital employs or contracts with Illinois licensed athletic trainers (“Athletic Trainer(s)”) to provide athletic training services (“Services”) individually and under the supervision of and in consultation with Illinois licensed physicians including, without limitation, Hospital’s employed sports medicine physician and/or School’s contracted team physician to schools, students, student-athletes and other individuals in need of such Services within Hospital’s service area; and,

WHEREAS, the school desires utilize Hospital’s Athletic Trainer(s) to provide Services to be performed for School’s students, student athletes at School and/or at School’s athletic program practices and sporting events on a limited basis.

NOW THEREFORE, in consideration of the Parties promises, covenants and representations set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

I. Hospital Duties and Responsibilities

- 1.1 Hospital agrees to provide School with an Illinois licensed athletic trainer or athletic trainers, as determined in Hospital’s reasonable discretion to perform the Services at such times and places as set forth in Exhibit A, which is attached to and incorporated into the terms and conditions of this Agreement.

II. School Duties and Responsibilities

- 2.1 School agrees to provide Hospital and Athletic Trainer(s) with such facilities and personnel as are provided in Exhibit B which is attached to and incorporated into the terms and conditions of this Agreement.

III. Financial Relationship between the Parties

3.1 The Parties agree that the financial relationship between the Hospital and School shall be as set forth in Exhibit C which is attached to and incorporated into the terms and conditions of this Agreement.

IV. Term and Termination

4.1 Term. The term of this Agreement shall be for one (1) year commencing on the Effective Date and terminating on the 3rd day of July 2019 (the "Initial Term"). This Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party gives notice of termination at least sixty (60) days prior to (a) the end of the Initial Term or (b) prior to any of the (1) year Renewal Terms thereafter.

4.2 Termination. This agreement may be terminated as follows:

4.2-1 Termination by Agreement. In the event Hospital and School shall mutually agree in writing, this Agreement may be terminated on terms, conditions and dates stipulated in such writing.

4.2-1 Termination without Cause. Each Party shall have the right to terminate this Agreement without cause by giving the other Party at least 90 days prior written notice.

4.3 Effect of Termination of the Agreement. If this Agreement is terminated pursuant to this Article IV neither Party will be further obligated to perform under this Agreement, with the exception of (i) obligations which accrued prior to the effective date of the termination and (ii) any obligations or covenants contained in this Agreement which are specifically stated in this Agreement as being extended beyond and surviving the Terms of this Agreement.

V. Miscellaneous

5.1 Non-Exclusive Arrangement. The Parties hereby agree that Hospital's provision of Services to School shall be non-exclusive. Hospital may provide Services to any other entity if such activity does not interfere with Hospital's duties and obligations pursuant to this Agreement.

5.2 Insurance and Indemnification

5.2.1 Hospital agrees to maintain appropriate insurance coverage with respect to the delivery of Athletic Training Services including, without limitation, professional liability insurance coverage.

5.2.2 Hospital offers an Athletic Trainer training class which permits high school students to take a course of study for college credit which trains such students to assist Hospital's Athletic Trainer at

School events. School agrees to indemnify, defend and hold Hospital and its employees, agents and representatives including, without limitation, Hospital's Athletic Trainer and Supervising Physician harmless from and against any and all claims, demands, losses damages, costs and expenses including reasonable attorney's fees arising from and related solely to the actions of such Athletic Trainer student assistants participating in Hospital's Athletic Trainer training class.

- 5.2.3 School agrees to indemnify, defend and hold Hospital and its employees, agents and representatives including, without limitation, Hospital's Athletic Trainer and Supervising Physician harmless from and against any and all claims, demands, losses, damages, costs and expenses including reasonable attorney's fees arising from and related solely to any injury to a School student athlete in the event a School representative authorizes such School student athlete to participate in School sporting events and activities against Hospital's Athletic Trainer or Supervising Physician's professional advice.

Further, Hospital shall have the absolute right to immediately terminate this agreement in the event a School representative authorizes a School student athlete to participate in School sporting events and activities against Hospital's Athletic Trainer or Supervising Physician's professional advice.

- 5.3 Independent Contractor Relationship. In providing Services pursuant to this Agreement, the Parties are acting as independent contractors. No relationship of employer and employee, master and servant, or principal and agent is created between the Parties by this Agreement. Neither Party, nor any of a Party's respective employees or agents shall be entitled to the other Party's employee benefits of any kind.
- 5.4 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties to this Agreement.
- 5.5 Assignment. Assignment of this Agreement or the rights of obligations hereunder shall be invalid without the specific written consent of the other Party.
- 5.6 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local statutes, ordinances, rules, regulations, licensure requirements, and accreditation standards in the performance of the Parties' duties and obligations under this Agreement.
- 5.7 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and

constitutes the entire Agreement between the Parties. Neither Hospital nor School shall be entitled to other benefits than those herein specifically enumerated.

- 5.8 Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each executed version will then be deemed to be an original version of this Agreement, and all of the executed versions will be deemed to constitute the same document. Signatures provided by facsimile and PDF (portable document format) shall be binding as original signatures.
- 5.9 Governing Law. The Agreement will be construed, interpreted, enforced and governed, in all respects, by and under the law of the State of Illinois. Exclusive venue for any dispute between the Parties related to the terms and conditions of this Agreement shall be in the Circuit Court of Wabash County, Illinois.
- 5.10 Notices. Notices of communications herein required or permitted shall be given 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.

HOSPITAL

SCHOOL

Attn: J.J. Purvis

Attention: _____

President/CEO

1418 College Drive

Mt. Carmel, IL 62863

With a Copy to:

With a Copy to:

- 5.11 Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to a judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 5.12 Waiver of Breach. The waiver by either Party of breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.
- 5.13 No Third-Party Beneficiaries. This Agreement is not intended to benefit any person or entity other than the Parties.
- 5.14 Incorporation by Reference; Recitals and Exhibits. The Agreement's Recitals and Exhibits are incorporated by reference into and made a part of this Agreement.

VI. Execution

IN WITNESS WHEREOF, the duly authorized officers and representatives of the Hospital and School have executed this Agreement below.

HOSPITAL

SCHOOL

By: _____

By: _____

Printed: _____

Printed: _____

Title: President/CEO

Title: _____

Date: _____

Date: _____

EXHIBIT A

HOSPITAL DUTIES AND RESPONSIBILITIES

1. Hospital's Athletic Trainer (AT) will be available to provide Services to the school on a regularly scheduled basis as provided in Appendix A-1 and as otherwise agreed to by the Parties.
2. Hospital's AT shall be licensed pursuant to the Illinois Athletic Trainers Practice Act (225 ILCS 5/1 et seq.) and shall provide Services to School upon discretion of a team physician or consultation physician which include, without limitation, those duties described in 225 ILCS 5/3 (4) A-J.
3. Hospital's AT will be responsible for opening, closing and supervising School's athletic training facility while providing services at that location. Hospital's AT will also advise the school as to supply inventory status, requisitioning of supplies and facility management generally.
4. Hospital's AT will keep accurate records of all athletic injuries reported by School student-athletes as occurring during the school athletic events and all rehabilitation procedures administered.
5. Hospital's AT acting in cooperation with School's Athletic Director and staff will develop and distribute to Athletic Director, Nurse and coaches the following information: location of emergency phone and phone numbers.
6. Hospital's AT will inspect and take inventory of all the School medical kits prior to the beginning of each season.
7. Hospital's AT will provide coordination between injured student athletes, the School coaching staff, and team or family physician.
8. Hospital's AT will report directly to School's Athletic Director and the Athletic Director's designee when on site. Notwithstanding the foregoing, the AT will report directly to the supervising physician concerning student-athlete clinical issues and treatment.
9. Hospital's AT may be requested to speak for educational programs in the School.
10. Hospital's AT shall notify the Athletic Director, or the Athletic Director's designee if an unforeseen circumstance arises that requires cancelation of AT coverage for a scheduled School event.
11. Hospital agrees that Hospital's AT may attend the following events:
 - i. School's "home" games
 - ii. Schools "away" games as determined in Appendix A-1 and as otherwise agreed to by the Parties.
 - iii. Notwithstanding the foregoing, in the event there are two home varsity athletic events scheduled at the same time, the covering AT will consult with Hospital's lead AT and supervising physician to determine and notify the Parties in advance as to whether the

covering AT is able to i) divide AT's time between the varsity athletic events, ii) attend only one of the varsity athletic events, or iii) assign a second AT to supplement the varsity athletic events AT coverage.

12. The Parties agree that when Hospital's AT is attending School's game events, the AT will not be available to provide Services at School's training facilities and Hospital shall have no obligation to provide School with an additional AT to provide services at such training facilities at such times.
13. AT's hours for providing Services at School shall be determined solely by the Hospital during the Term of this Agreement.
14. Hospital's AT will provide coverage of scheduled School home athletic events. The AT in collaboration with the supervising Physician, will determine which School home athletic events is to be covered if there are two simultaneous School events.
15. Hospital's AT may cover School away games with advanced notice and approval and the cost of travel as referenced in Appendix A-1 and as may otherwise be agreed upon in advance by both Parties.

APPENDIX A-1

ATHLETIC TRAINER COVERAGE

1. Hospital AT will provide up to 16 hours of on-site coverage per week, which shall include:
 - a. Two (2) days of on-site office hours for injury evaluation, treatment and rehabilitation, for a minimum of one (1) hour, not to exceed three (3) hours for one day. The Hospital AT may add an additional days of on-site office hours should AT deem it appropriate for continued medical care or acute injury evaluation. Such continued medical care or acute injury evaluation will be “by appointment only” and not to exceed total allowed hours.
 - b. Home event coverage will be provided and not to exceed the total hours.
 - i. Event changes less with less than 24 hours’ notice are not guaranteed coverage.
 - ii. It is the responsibility of the School to notify the Hospital’s Athletic Trainer of any schedule changes as agreed upon in Exhibit B, Section 4.
 - c. Post-Season coverage may be considered upon further agreement of the Parties upon the following terms:
 - i. The School’s Athletic Director or Athletic Director’s designee shall provide written notification of proposed tournament coverage to the Hospital’s Director of Orthopaedics, Sports Medicine and Rehabilitation, with a copy to the lead Athletic Trainer and Supervising Physician.
 - ii. School shall provide cost of travel, lodging and meals for Hospital’s Athletic Trainer.
 - iii. Hospital shall be responsible for the costs of the hours AT is utilized under the terms of this Agreement as noted in Exhibit A.
 - iv. Total hours not to be exceeded unless otherwise approved by the Hospital’s Director of Orthopaedics, Sports Medicine, and Rehabilitation, Lead Athletic Trainer and Supervising Physician.

EXHIBIT B

SCHOOL DUTIES AND RESPONSIBILITIES

1. School agrees to provide a dedicated area within School's facilities in which Hospital's AT(s) can perform the Services pursuant to this Agreement and where Hospital may store all necessary supplies and equipment required in order to perform the Services as approved by the Hospital's supervising physician.
2. School agrees to designate a specific School employee, such as School's Athletic Director, to directly monitor and evaluate the AT's performance of the Services pursuant to this Agreement and to facilitate communications between School, School coaches and AT and Hospital concerning the performance of such Services.
3. At the beginning of each School year, School shall share all practice and game schedules with Hospital in order to appropriately schedule AT to provide Services as required by this Agreement. Further, at the beginning of each School year, School shall advise Hospital as to how School would prefer to allocate AT between specific sports.
4. School agrees to notify Hospital as to all additional School holiday practice and game schedules for which School wishes AT to provide Services at least thirty (30) days before such School holiday. In addition, School agrees to use its best efforts to notify AT in a timely manner as to all game or practice delays or cancellations for which Services had been previously scheduled.

EXHIBIT C

FINANCIAL RELATIONSHIP BETWEEN THE PARTIES

1. Hospital agrees to provide the AT services without charge to School.
2. School agrees to provide School facility space and School personnel and student assistance to Hospital and Hospital's AT(s) without charge to Hospital.
3. School agrees to reference Hospital's provision of AT Services to School in School's game programs, athletic event advertising published in any medium and sponsorships.
4. School agrees to provide a press release to local media outlets explaining the Services provided by Hospital.
5. School will provide AT with an opportunity to speak with School's Booster Club and other interested civic groups to promote Hospital's Services.
6. School agrees to promote Hospital and ATs with banners/signage for the School gymnasium and ball fields.
7. School agrees to solicit and provide private charitable donations to help cover Hospital's expenses in providing the Services; Donations should be made to:

Wabash General Hospital Foundation Attention:

J.J. Purvis, President

1418 College Drive

Mt. Carmel, IL 62863

Agenda Item #8G

Board of Trustees Election

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: August 21, 2018
RE: Dates for Board of Trustee Election

Elections to the Board of Trustees will occur on April 2, 2019, and the Board needs to take official notice of the dates concerning that election.

September 18, 2018, is the first day to circulate nominating petitions. Nominating petitions must be signed by at least 50 voters or 10% of the voters residing within the College District, whichever is less.

December 10 to December 17, 2018, is the period for filing nominating petitions with the local election official.

April 2, 2019, is election of community college trustees at the consolidated election.

April 30, 2019, is the last day for community college Boards to conduct an organizational meeting for the seating of trustees elected at the April 2nd election.

The IECC Board has three six year terms of Trustees that are expiring. Those seats are currently held by John Brooks, Al Henager, and James Lane.

To conduct the election, the Board needs to appoint the Board Secretary as the official election official. The Board has also appointed an assistant election official to act in the absence of the Board Secretary and I would recommend that the Board appoint Lori Barger to this position.

I ask the Board's approval of the dates and terms open for election on April 2, 2019 and for the appointment of Board Secretary Renee Smith as the Election Official and the appointment of Lori Barger to be the Assistant Election Official.

TLB/rs

Agenda Item #8H

Affiliation Agreements

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: August 21, 2018
RE: Affiliation Agreements

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

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

Helia Health Care - Associate Degree Nursing
Gibson General Hospital - Associate Degree Nursing
Comprehensive Dental Care of Mt. Carmel - Medical Office Careers - OCC

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

TLB/rs

Attachment

**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 31st day of July, 2018,

by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529,
FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL
COLLEGE and WABASH VALLEY COLLEGE, for its Associate Degree Nursing Program
(hereinafter referred to as DISTRICT #529) and Helia Healthcare, 410 E. Mack Ave
Agency

Olney, IL 62450 (hereinafter referred to as AGENCY:
(City (State)

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. 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. 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.

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

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

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

10. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

11. 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.

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

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

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

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529, OLNEY CENTRAL COLLEGE

_____ COLLEGE

Vice President or
Director of Nursing Services

Department Head of Nursing, ADNP

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Olney Central College

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

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16th day of July, 2018,
by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529,
FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL
COLLEGE and WABASH VALLEY COLLEGE, for its Associate Degree Nursing Program
(hereinafter referred to as DISTRICT #529) and Gibson General Hospital, 1808 Sherman Drive,
Agency

Princeton, IN (hereinafter referred to as AGENCY:
(City (State)

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. 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. 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.

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

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

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

10. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

11. 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.

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

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

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 16th day of July, 2018.

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529, OLNEY CENTRAL COLLEGE

_____ COLLEGE

Vice President or
Director of Nursing Services

Department Head of Nursing, ADNP

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Olney Central College

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

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE
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 COMPREHENSIVE DENTAL CARE OF MT. CARMEL (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 Medical 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

OLNEY CENTRAL COLLEGE

Comprehensive Dental Care of Mt. Carmel

David R. Miller D.D.S

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.

Agenda Item #9

Bid Committee Report

None

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

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

FUND	BALANCE
Educational	\$7,829,743.50
Operations & Maintenance	\$590,841.74
Operations & Maintenance (Restricted)	\$828,175.82
Bond & Interest	\$586,341.32
Auxiliary	\$201,874.50
Restricted Purposes	(\$211,568.10)
Working Cash	\$211,153.02
Trust & Agency	\$452,434.57
Audit	(\$1,524.20)
Liability, Protection & Settlement	<u>\$124,859.68</u>
TOTAL ALL FUNDS	<u><u>\$10,612,331.85</u></u>

Respectfully submitted,

Ryan Hawkins, Treasurer

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

	ALL FUNDS	
	Fiscal	Fiscal
	Year	Year
	2019	2018
ASSETS:		
CASH	\$ 10,612,332	\$ 7,017,436
IMPREST FUND	21,300	21,300
CHECK CLEARING	12,500	12,500
INVESTMENTS	17,590,000	18,590,000
RECEIVABLES	3,595,653	6,014,256
INVENTORY	452,424	507,898
OTHER ASSETS	462,250	456,087
FIXED ASSETS (Net of Depr)	15,997,031	17,349,514
TOTAL ASSETS AND OTHER DEBITS:	\$ 48,743,490	\$ 49,968,991
 LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ 187,066	\$ -
ACCOUNTS PAYABLE	308,352	551,274
DEFERRED REVENUE	51,929	51,333
L-T DEBT GROUP (FUND 9)	7,370,668	9,391,550
TOTAL LIABILITIES:	7,918,015	9,994,157
 FUND BALANCES:		
FUND BALANCE	19,490,628	19,937,233
INVESTMENT IN PLANT (Net of Depr)	15,997,031	17,349,514
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(7,370,668)	(9,391,550)
RESERVE FOR ENCUMBRANCES	12,708,484	12,079,637
TOTAL EQUITY AND OTHER CREDITS	40,825,475	39,974,834
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 48,743,490	\$ 49,968,991

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

	FY 2019 YEAR-TO-DATE	FY 2018 YEAR-TO-DATE
REVENUES:		
LOCAL GOVT SOURCES	\$ 588,349	\$ 3,672
STATE GOVT SOURCES	641,635	-
STUDENT TUITION & FEES	5,497,386	5,261,443
SALES & SERVICE FEES	322,706	315,654
FACILITIES REVENUE	1,360	392
INVESTMENT REVENUE	(40,126)	-
OTHER REVENUES	32,442	2,164
TOTAL REVENUES:	<u>7,043,752</u>	<u>5,583,325</u>
 EXPENDITURES:		
INSTRUCTION	184,904	177,006
ACADEMIC SUPPORT	36,658	40,316
STUDENT SERVICES	92,178	88,435
PUBLIC SERV/CONT ED	-	-
OPER & MAINT PLANT	113,720	127,667
INSTITUTIONAL SUPPORT	884,705	701,484
SCH/STUDENT GRNT/WAIVERS	1,241,054	1,069,788
AUXILIARY SERVICES	491,676	589,200
TOTAL EXPENDITURES:	<u>3,044,895</u>	<u>2,793,896</u>
 TRANSFERS AMONG FUNDS:		
INTERFUND TRANSFERS	-	(3,125)
TOTAL TRANSFERS AMONG FUNDS:	<u>-</u>	<u>(3,125)</u>
 NET INCREASE/DECREASE IN NET ASSETS	 <u><u>\$ 3,998,857</u></u>	 <u><u>\$ 2,786,304</u></u>

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

	FY 2019		FY 2018		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	331,746	15.26%	393,656	21.06%	(61,910)	-15.727%
Employee Benefits	158,901	7.31%	147,236	7.88%	11,665	7.923%
Contractual Services	94,288	4.34%	59,446	3.18%	34,842	58.611%
Materials	145,062	6.67%	52,749	2.82%	92,313	175.004%
Travel & Staff Development	2,047	0.09%	463	0.02%	1,584	342.117%
Fixed Charges	92,120	4.24%	96,855	5.18%	(4,735)	-4.889%
Utilities	33,401	1.54%	43,680	2.34%	(10,279)	-23.533%
Capital Outlay	-	0.00%	-	0.00%	-	0.000%
Other	1,316,923	60.56%	1,074,970	57.51%	241,953	22.508%
	<u>2,174,488</u>	<u>100.00%</u>	<u>1,869,055</u>	<u>100.00%</u>	<u>305,433</u>	<u>16.342%</u>

Agenda Item #11

Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

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

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: August 17, 2018
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.1, 400.2, 400.5, 400.6, 400.9, and 400.10 have been sent under separate cover.

INDEX

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

PERSONNEL REPORT

400.1. Employment of Personnel

A. Administrative, Exempt

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

B. Classified

1. Beth Graham, Custodian, WVC, effective August 27, 2018
2. Julie Courtney, Clerk/Receptionist, LTC, effective August 23, 2018
3. Taylr Plummer, TRIO Upward Bound Counselor, DO (LTC), effective September 4, 2018

400.2. Change-in-Status

A. Professional/Non-Faculty, Exempt

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

400.3. Special Assignment

A. Other

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

400.4. Approval of Proposed Non-College Employment

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

400.5. FY2019 Administration and Staff Salaries

400.6. Administration and Staff Entry Levels

400.7. Memorandum of Agreement with Union

400.8. Professional Leave Request

A. Faculty

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

400.9. Resignation Ratifications

A. Professional/Non-Faculty

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

400.10. Retirement Ratification

A. Classified

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

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment

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

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

7/31/2018