

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

November 19, 2019



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**

November 19, 2019

7:00 p.m.

**Frontier Community College
Bob Boyles Foundation Hall**

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes Interim CEO Holt
3. Public Hearing 2019 Tax Levy Fischer
4. Recognition of Visitors and Guests Holt
 - A. Visitors and Guests
 - B. IECEA Representative
5. Public Comment
6. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
7. Policy First Reading (and Possible Approval) Holt
 - A. 500.5 Credit by Examination
 - B. 500.21 Student Military
8. Policy Second Reading Holt
 - A. None
9. Staff Recommendations for Approval
 - A. Articulation Agreements with Eastern Illinois University Martin
 - B. Affiliation Agreement with Sparta Hospital – Workforce Education Martin
 - C. IECC 403(b) Plan First Amendment Hawkins
 - D. Certification of Tax Levy for Calendar Year 2019 Hawkins
 - E. Certificate of Compliance with the Truth in Taxation Law Hawkins
 - F. GASB Designation of Tax Levy Year Hawkins
 - G. Articulation Agreement with Franklin University Holt
 - H. MOU with Carle Foundation Hospital - Paramedicine Holt
 - I. Board Meeting Dates and Locations for 2020 Holt

- J. 2020 Holiday Calendar Holt
- K. Chancellor Search Committee Holt
- 10. Bid Committee Report..... Holt
 - A. None
- 11. District Finance
 - A. Financial Report Hawkins
 - B. Approval of Financial Obligations Hawkins
- 12. Chief Executive Officer’s Report..... Holt
- 13. Executive Session..... Holt
- 14. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes..... Holt
 - B. Audio Executive Session Minutes Holt
- 15. Approval of Personnel Report Holt
- 16. Collective Bargaining..... Holt
- 17. Litigation Holt
- 18. Other Items
- 19. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in Bob Boyles Foundation Hall at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, in said Community College District at 7:00 o'clock P.M., on Tuesday, November 19, 2019.

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

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

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

Marilyn Holt, Interim Chief Executive 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.
Ryan Hawkins, Chief Financial Officer/Treasurer.
Holly Martin, Chief Academic Officer.
Renee Smith, Assistant to CEO/Board Secretary.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes of the Regular Meeting, Tuesday, October 15, 2019 were presented for disposition.

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

AGENDA #3 - “Public Hearing on 2019 Tax Levy” -

1. **Public Hearing:** The Chairman announced that the next agenda item for the Board of Trustees was a public hearing to receive comments on the 2019 Tax Levy.
2. **Motion to Recess Regular Meeting and Reconvene Following Hearing:** “The Chair announced he would entertain a motion that the Board recess its regular meeting and reconvene immediately following the Tax Levy Hearing”

3. **Public Hearing:** Trustee Brenda Culver moved that the Board recess its regular meeting and reconvene immediately following the Tax Levy Hearing. Trustee Al Henager seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken and the Chair declared the “Ayes” have it and the motion carried.
4. **Motion to Convene Tax Levy Hearing:** Trustee Brenda Culver made the following motion: “I move that Illinois Eastern Community College District 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne, and White now convene a Tax Levy Hearing on this 19th day of November, 2019. The purpose of the Tax Levy Hearing is to receive public comments on the 2019 Tax Levy.” Student Corey Hall 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.
5. **Public Hearing:** The Chairman declared that the Board is now in a hearing on the 2019 Tax Levy. The Secretary was directed to call the roll for attendance. The roll call was taken and the following trustees answered to their names as called: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student Trustee Corey Hall was absent. Trustees Absent: James Lane, Jan Ridgely.
6. **Public Hearing:** The Chairman declared that a quorum is present and the Tax Levy Hearing is now open.
7. **Public Oral Testimony:** The Chairman asked if any members of the public wished to provide oral testimony on the 2019 Tax Levy. There were none.
8. **Public Written Testimony:** The Chairman asked if any members of the public wished to provide written testimony concerning the 2019 Tax Levy. There were none.
9. **Public Hearing Adjourned:** The Chairman announced that all persons desiring to be heard have been given an opportunity to provide oral or written testimony with respect to the 2019 Tax Levy. Hearing no additional requests, the Chair asked for a motion to conclude and adjourn the hearing. Trustee Brenda Culver made a motion to conclude and adjourn the hearing. Trustee Gary Carter seconded the motion. The Chair directed the Secretary to call the roll. The roll call was taken and the following trustees answered to their names as called: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student Trustee Corey Hall was present. Trustees Absent: James Lane, Jan Ridgely. The Chair declared the motion carried, and the Tax Levy Hearing was adjourned. The Chair stated that pursuant to the prior motion, the Board of Trustees was now in open, public session for the transaction of business, a quorum being present.

AGENDA #4 – “Recognition of Visitors & Guests” –

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

#4-B. IECEA Representative: There was no IECEA Representative present.

AGENDA #5 – “Public Comment” - None.

AGENDA #6 – “Reports” -

#6-A. Report from Trustees: - None.

#6-B. Report from Presidents: Electronic and written reports were presented by the Presidents.

#6-C. Report from Cabinet: - None.

AGENDA #7 – “Policy First Reading (and Possible Approval)”

#7-A. Credit by Examination Policy 500.5: CAO Holly Martin reviewed proposed revisions to the policy that include added language to include awarding credit to students who achieve high GED scores. The CEO recommended approval of the following revised policy.

STUDENT - 500

Credit by Examination (500.5)

Date Adopted: December 19, 1989

Date Revised: April 20, 2015

Date Revised: November 19, 2019 (pending Board of Trustees approval)

Illinois Eastern Community Colleges grant utilizes credit through proficiency by examination to grant college credit. The maximum amount of credit which a student may gain through proficiency examinations is 32 semester hours. IECC may grant credit through proficiency examinations administered at an IECC test center, the College Entrance Examination Board’s subject ~~test~~ test known as CLEP (College Level Examination Program), the International Baccalaureate program, and Advanced Placement (AP) or GED testing. The maximum amount of credit which a student may gain through proficiency examinations is 32 semester hours. Details regarding credit by examination will be outlined in the college catalog.

Board Action: Trustee Brenda Culver made a motion to waive second reading and approve the revised Credit by Examination Policy 500.5 as presented. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair, the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#7-B. Student Military Policy 500.21: CAO Holly Martin reviewed proposed revisions to the policy that address fair treatment of students using military benefits. The CEO recommended approval of the following revised policy.

STUDENT – 500

Student Military Policy (500.21)

Date Adopted: October 16, 2001

Revised: October 18, 2005

Revised: December 8, 2015

Revised: June 20, 2017

Revised: February 20, 2018

Revised: November 19, 2019 (pending Board of Trustees approval)

Illinois Eastern Community Colleges (IECC) is committed to respectfully serving any prospective students in the military service (Army of the United States, United States Navy, the Marine Corps, the Air Force, the Coast Guard, and members of the State Militia). IECC will abstain from using high-pressure recruitment in order to secure the enrollment of a Service member. Rather, IECC will provide meaningful information and resources in order to ensure Service members are well-informed and free from coercion prior to registering in a program of study. Students planning to use

Tuition Assistance (TA) benefits will not be enrolled until the individual's Service has approved TA.

Any ~~Illinois Eastern Community Colleges (IECC)~~ student in the military service, or a student who enlists in the military service (Army of the United States, United States Navy, the Marine Corps, the Air Force, the Coast Guard, and members of the State Militia), or a student who is a member of the National Guard or Reserves and has been ordered to active duty, and is unable to attend class for 7 or more days, shall receive a full refund of required tuition, fees, and other institutional charges. Withdrawal from courses shall not impact final grade point average or re-enrollment options. Students unable to process their enrollment for the upcoming term due to military service will have all late penalties or fees set aside. Any IECC student that is called to active military service shall be allowed to complete any unfinished courses at a later date at no additional charge, unless course credit has already been given or the student received a full refund upon withdrawing (in which case the student's record shall reflect that the withdrawal is due to active military service). The student must be given priority over other students who are reenrolling in the course or courses. To the extent that other policies conflict with section, this section shall supersede and be controlling of dealing with student enrollment in courses or programs.

Any IECC student who is Title IV eligible and withdraws because of being called to active duty, or has been otherwise impacted by the military mobilization, will not be required to repay an overpayment of grant funds based on the Return of Title IV Funds calculation. IECC must perform the Return of Title IV Funds calculations and/or Return of Unearned Tuition Assistance calculations that are required by the statute and regulations and will return funds ~~to one or more of the Title IV programs as calculated by the Return of Title IV Funds calculation.~~

As pursuant to the Federal Veterans Access, Choice and Accountability Act, all eligible veterans and their eligible dependents will be offered in-state tuition at public colleges and universities. Therefore, IECC will offer any veteran using federal veterans benefits in-district tuition rates.

Board Action: Trustee Al Henager made a motion to waive second reading and approve the revised Student Military Policy 500.5 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #8 – “Policy Second Reading” - None.

AGENDA #9 – “Staff Recommendations for Approval” – The following staff recommendations were presented for approval.

#9-A. Articulation Agreements with Eastern Illinois University: IECC and EIU are continuing a cooperative relationship to better serve students with an effective and efficient transfer experience. The following articulation agreements, which are listed in full in the board agenda, are an ongoing outcome of IECC's and EIU's shared interest and focus on articulation and outreach. The CEO recommended the Board's approval of these agreements.

IECC's Associate in Science and Arts with an Education focus to EIU's Early Childhood Education B.S.Ed.

IECC's Associate in Science and Arts with an Education focus to EIU's Elementary Education B.S.Ed.

IECC's Associate in Science and Arts with an Education focus to EIU's Middle Level Education B.S.Ed. (with and without a Math Endorsement)

Board Action: Trustee Brenda Culver made a motion to approve the articulation agreements between IECC and EIU as listed in full in the agenda. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair, the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-B. Affiliation Agreement with Sparta Hospital – Workforce Education:

Workforce Development has used Sparta Community Hospital for clinical experiences for the Emergency Management Training portion of the coal mining training for the past many years. The CEO recommended approval of the following agreement with Sparta Community Hospital.

THIS AGREEMENT is entered into on _____ by and between **Sparta Community Hospital District (“Facility”)** and **Illinois Eastern Community Colleges (“School”)**.

WHEREAS, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences as listed in Exhibit B.

WHEREAS, the School desires that students, and when appropriate faculty members, be permitted to visit and utilize the premises of Facility to afford such students the opportunity to have practical learning and clinical experience at Facility.

WHEREAS, the Facility recognizes the need for and desires to aid in the educational development of students, and is an operating facility for the provision of health care services to its patients/clients, and is willing to permit School's students and faculty to participate in the provision of those services at its premises to the extent that it is reasonable, proper and professionally acceptable for them to do so.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the School and the Facility, the parties do hereby understand and agreed as follows:

A. TERMS OF AGREEMENT:

1. Effective Date: This agreement shall become effective upon execution by School and Facility, and continue until terminated in writing by the parties. However, this Agreement is subject to periodic review, and at that time both parties shall evaluate the Agreement and discuss any related problems, and make appropriate revisions in this Agreement.

2. Notice of Change: The Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the parties hereto.

3. Notice of Termination: This Agreement may be terminated by either party at any time upon not less than thirty (30) days prior written notice to the other party; provided that any student from School who is currently participating in the practical learning and clinical experience as listed in Exhibit B when notice of termination is given will be permitted to complete his or her training as previously scheduled at Facility.

4. Immediate Termination: This Agreement shall be terminated immediately, and students withdrawn from Facility if either party's certification of license to operate or accreditation is repealed by licensing or accrediting body.

5. Headings: The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of the Agreement.

6. Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.

7. No Third-Party Beneficiaries. This Agreement shall insure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

8. Non-Exclusivity. Each party shall have the right to enter into similar Agreements with other parties.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

B. SCHOOL RESPONSIBILITIES:

1. Provision of foundational curriculum to students. The School shall have the total responsibility for planning and determining the adequacy of the practical learning and clinical educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.

2. Qualifications of School faculty. The School represents that relevant faculty members are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of qualifications, certifications or licensures, upon request.

3. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by email, letter or telephone in other instances.

(a) The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

4. Provision of student information. The School shall provide Facility with student information including emergency contact.

5. Compliance with patient privacy and patient rights laws. The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy and patient rights laws, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. Further, School shall require that students and faculty de-identify all documents created and/or utilized for educational purposes outside of Facility. This shall include,

at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient.

6. Evidence of certifications, trainings, vaccinations, etc. As required by the facility, the School shall provide evidence that each student has met all requirements, which may include, but are not limited to, proof of tdap vaccination, vaccination or immunity to MMR, Varicella, Hepatitis B, annual flu vaccination, proof of absence of TB, and OSHA and HIPAA training. Facility may update these requirements upon written notice to School. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

7. Compliance with background check and drug screen. School will maintain documentation and furnish Facility proof, upon request, of criminal background checks, government registry checks and urine drug screening conducted prior to any clinical rotation. Provided student remains continuously enrolled, the criminal background check, government registry checks and drug screens will at a minimum be conducted once prior to the student beginning his or her clinical experience.

- (a) Criminal Background Checks are conducted for Illinois, Missouri and every state the student has resided or worked since the age of 18 years. Students with disqualifying convictions identified on the Illinois Department of Public Health website www.idph.state.il.us/nar/disconvition.htm are required to submit to School a waiver from IDPH for disqualifying conviction(s) or will be dismissed from the program. All other positive findings are disclosed to Facilities without student identifiers. Facilities are responsible for notifying School within 2 weeks of receipt to indicate if offense cannot be waived for direct patient contact. Convictions which cannot be waived will result in student dismissal from the program.
- (b) Government Registry Search is conducted for all students accepted into the Health Science programs. Registries search includes: Nationwide Sex Offender Index, Missouri Department of Health and Senior Services, Division of Family Services, and the Office of the Inspector General. Additional registries are reviewed per the request of the clinical facilities. These include the Missouri Department of Health and Senior Services Employee Disqualification List and the Department of Mental Health Employee Disqualification Registry. Students with positive government registry search results are dismissed from the program.
- (c) Urine drug test is conducted that screens for the presence of amphetamines, barbiturates, benzodiazepine, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine, and propoxyphene. Oxycodone is also screened for Nursing and Radiology programs. Positive findings are confirmed by a reference lab and forwarded to a Medical Review Officer when necessary. The student must be negative for drugs or have a valid physician's prescription prior to participating in any patient care activities.

8. School notices to students. The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

- (a) Conform to the standards and practices established by the School while functioning at the Facility.
- (b) Follow the administrative policies, standards, and practices of the Facility.
- (c) Provide proof of required certifications, trainings, vaccinations, background checks, screenings and student health insurance.
- (d) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.
- (e) Provide his/her own transportation and living arrangements.
- (f) Report to the Facility on time and follow all established regulations of the Facility.

- (g) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (h) Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
- (i) Act as a student/trainee; acknowledging that he or she is not considered an employee of Facility or School and are not entitled to monetary compensation or employee benefits, including worker's compensation benefits.
- (j) Wear a nametag, which identifies status as a student and abide by dress code of Facility.
- (k) Identify self as student prior to patient/client interactions and ensure that patient is aware of their right to refuse treatment rendered by a student.
- (l) Refer to supervisory clinical instructor or other approved administrator of Facility or School, as needed.

9. Issuance of Grade for Clinical Experience: The School faculty hold the sole responsibility for determination and issuance of course grade for clinical experience.

10. Granting of Course Credit: The School will determine eligibility for and, if appropriate, grant course credit and confer degree to students successfully completing the program.

11. Accreditation. As required by Facility, School represents that it is and, for the term of this Agreement, will be (a) approved by the Illinois Board of Higher Education, or similar body for the state in which the School is located, and (b) accredited by an accrediting body that is recognized by Council for Higher Education Accreditation or the U.S. Department of Education. School will provide Facility with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, School shall notify Facility, in writing, within three (3) business days. Facility may, at its sole discretion, suspend or terminate this Agreement if School fails to maintain its accreditation.

C. FACILITY RESPONSIBILITIES:

1. Provision of facilities for supervised clinical experiences. Subject to the ability of Facility to accommodate School's request, which Facility shall determine in its sole discretion, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised practical learning and clinical educational experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures. Facility shall provide students with an orientation to Facility, including HIPAA training.

2. Qualifications of supervising personnel. The Facility shall ensure appropriate professional and academic credentials of individual staff members supervising students. The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

3. Designation of liaison to School; responsible for communications and clinical oversight. The Facility shall designate a liaison responsible for coordinating the practical learning and clinical educational experience. That person shall maintain contact with the School's designated liaison to assure mutual participation in and surveillance of the practical learning and clinical educational experience.

- (a) The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the School.
- (b) Facility will provide timely, regular constructive and cumulative feedback regarding student performance to the student and School as agreed upon and submit any required written documentation regarding student performance. Preferred that feedback is a product of individual(s) who provided direct supervision.

- (c) Provide variety of learning experiences which assist the student in meeting educational objectives when/if available at the clinical site.

4. Provision of facility rules applicable to students during clinical assignments. Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of practical learning and clinical educational experience, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility. Facility is responsible for providing student with said policies, standards, and practices.

5. Compliance with student privacy and applicable laws. The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

6. Responsibility for Patient/Client care. While at the Facility, students are not to replace

the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned practical learning and clinical educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.

7. Responsibility for supervision of student. Where applicable, the Facility is responsible for providing supervision of students and maintaining a sufficient level of staff support to carry out normal service functions so that students will not be performing in lieu of staff. In addition, Facility will meet and abide by any applicable state and federal regulations.

- (a) In the case of nursing students, the School is responsible for providing necessary supervision of students.

8. Emergency treatment of students. Emergency outpatient treatment will be available to students while in the hospital for practical learning and clinical educational experience in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment. Facility will notify school as soon as possible to report incident/occurrence to program representative.

9. School visitation of Facility. The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit visitation of its clinical facilities and available services and other items pertaining to practical learning and clinical educational experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

10. Facility notices to students. The Facility shall notify each student prior to his/her arrival at the Facility of any additional requirements not represented in information received by School. Facility shall also provide students with necessary orientation information which may include, but are not limited to, where to report to on first day, parking information, dining options, supervisor name(s) and contact information, hours of operation, and facility dress code.

D. MUTUAL RESPONSIBILITIES

1. Determination of instructional period. The course of the practical learning and clinical educational experience will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

2. **Determination of number of participating students.** The number of students eligible to participate in the practical learning and clinical educational experience will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of practical learning and clinical educational experiences at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the practical learning and clinical educational experience with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
3. **Evaluation of students' clinical experiences.** Evaluation of the practical learning and clinical educational experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current practical learning and clinical educational experiences offered to students.
4. **Removal of students.**
 - (a) The School has the right to remove a student from a practical learning and clinical educational experience. The School shall notify the Facility of such removal in writing.
 - (b) The Facility may immediately remove any student participating in a practical learning and clinical educational experience from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

The Facility may immediately remove, or request the removal of, any student from the Facility's premises who, in the Facility's sole discretion, is not acting in the best interest of patient care. Suspension or removal of any student from the Educational Program will be carried out in accordance with the following process:

- (i) If the Facility deems a student's performance to be unsatisfactory and detrimental to the Facility's health care responsibilities, the Facility may temporarily suspend the student from participation in the Educational Program by written notice to the student and the School;
- (ii) The Facility, the School and the student will confer as soon as feasible following such temporary suspension to discuss reasons for the suspension and the possibility of the student's continuation in the Educational Program;
- (iii) If the Facility determines that the student's continuation in the Educational Program would be detrimental to the Facility's health care responsibilities, the School will withdraw such student from the Facility upon receiving written reasons from the Facility for such determination; and

(iv) If the Facility determines that the student can continue in the Educational Program, then the Facility will provide makeup time for the student equal to the period the student was suspended.

5. Non-Discrimination. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

E. Insurance

1. Student professional and general liability insurance. The School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational experience to maintain a personal student professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

(a) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(b) In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

2. Facility Insurance. Facility shall maintain during this Agreement professional liability insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate, and general liability insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

3. Student Health Insurance. School shall require students participating in the practical learning and clinical educational experience to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

F. Mutual Indemnification

1. School Indemnifies Facility. School agrees to indemnify Facility from all loss, expense or damage arising out of claims or suits relating to the sole negligent acts or omissions of School, its officers, agents, employees, students or faculty members, while said School officers, agents, employees, students or faculty members are engaged in the performance of their duties on the premises of the clinical facilities.

(a) Nothing contained herein shall require School to indemnify Facility for alleged negligent acts or omissions of Facility, its officer, agents or employees, nor shall any provision contained herein abrogate the right of School to seek protection of any state or federal law providing for the apportionment of damage or loss between joint or concurrent tort feors, and School shall be entitled to recover its reasonable attorneys' fees incurred in the defense

of any action against it arising out of the negligent acts or omissions of Facility officers, agents, or employees.

2. Facility Indemnifies School. Facility agrees to indemnify School from all loss, expense or damage arising out of claims or suits relating to the sole negligent acts or omissions of Facility, its officers, agents, employees, students or faculty members, while Facility officers, agents, employees, students or faculty members are engaged in the performance of their duties.

(a) Nothing contained herein shall require Facility to indemnify School for alleged negligent acts or omissions of School, its officers, agents or employees, nor shall any provision contained herein abrogate the right of Facility to seek the protection of any state or federal law providing for the apportionment of damage or loss between joint or concurrent tortfeasors, and Facility shall be entitled to recover its reasonable attorneys' fees incurred in the defense of any action against it arising out of the negligent acts or omissions of School officers, agents, or employees.

G. Notice to Parties. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

Name: Sparta Community Hospital District
Address: 818 East Broadway
Sparta IL 62286
Attention: Darla Ederer
Phone: 618-443-1406
Fax: 618-443-1349
Email: ederer.darla@spartahospital.com

If to the School:

Name: Illinois Eastern Community Colleges
Address: 233 E. Chestnut
Olney, IL 62450
Attention: Michael Thomas
Telephone: 618-985-2828 x8372
Email: thomasm@iecc.edu

Program in: All Programs listed in Exhibit B

H. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

Board Action: Trustee Gary Carter made a motion to approve the affiliation agreement with Sparta Community Hospital. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair, the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-C. IECC 403(b) Plan First Amendment: The CEO recommended approval of an amendment to the District's current 403(b) plan to allow employees to elect ROTH deferrals in addition to the current option available for traditional pre-tax contributions. This additional option would become effective January 1, 2020.

Board Action: Student Trustee Corey Hall made a motion to approve the 403(b) Plan First Amendment as presented. 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-D. Certificate of Tax Levy for Calendar Year 2019: Ryan Hawkins reviewed the Certificate of Tax Levy, showing the following sums to be levied on the taxable property of this community college district:

- the sum of \$ 2,925,000 to be levied as a tax for educational purposes (110 ILCS 805/3-1), and
- the sum of \$ 1,270,000 to be levied as a tax for operations and maintenance purposes (110 ILCS 805/3-1), and
- the sum of \$ 0 to be levied as an additional tax for educational and operations and maintenance purposes (110 ILCS 805/3-14.3), and
- the sum of \$ 500,000 to be levied as a special tax for purposes of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/9-107), and
- the sum of \$ 255,000 to be levied as a special tax for Social Security and Medicare insurance purposes (40 ILCS 5/21-110 and 5/21-110.1), and
- the sum of \$ 82,000 to be levied as a special tax for financial audit purposes (50 ILCS 310/9), and
- the sum of \$ 0 to be levied as a special tax for protection, health and safety purposes (110 ILCS 805/3-20.3.01), and
- the sum of \$ 35,000 to be levied as a special tax for (specify) worker's compensation & unemployment purposes, on the taxable property of our community college district for the year 2019.

Signed this 19th day of November, 2019.

When any community college district is authorized to issue bonds, the community college board shall file in the office of the county clerk in which any part of the community college district is situated a certified copy of the resolution providing for their issuance and levying a tax to pay them. The county clerk shall each year during the life of a bond issue extend the tax for bonds and interest set forth in the certified copy of the resolution. Therefore, to avoid a possible duplication of tax levies, the community college board should not include in its annual tax levy a levy for bonds and interest.

Number of bond issues of said community college district which have not been paid in full 1.

This certificate of tax levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December.

Board Action: Trustee John Brooks made a motion to approve the Certificate of Tax Levy as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager.

Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-E. Certificate of Compliance with the Truth in Taxation Law: The CEO recommended approval for the Chairman to sign the Truth in Taxation Certificate of Compliance, containing the following statements relative to this community college district:

I, the undersigned, hereby certify that I am the presiding officer of Illinois Eastern Community College District No. 529 and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions Sections 18-60 through 18-85 of the “Truth in Taxation” Law.

The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law. The certificate applies to the 2019 levy.

Board Action: Student Trustee Corey Hall made a motion to approve the Certificate of Compliance with the Truth in Taxation Law 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-F. GASB Designation of Tax Levy Year: Ryan Hawkins reviewed certain GASB guidelines regarding tax levies. Under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that the District’s tax levy is to be recognized as income. Currently, the Board of Trustees does a levy and extension for taxes based upon calendar years which overlap the District’s school year and the District’s fiscal year. The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2019 will be collected late in calendar year 2020 and that income from the collection of such funds will be allocated 100% to Fiscal Year 2020 (July 1, 2020 – June 30, 2021).

Be it resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

That the Board hereby incorporates, by reference, all prior resolutions adopted in calendar year 2019 concerning tax levies and extensions

Be it further resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

That the sum of Two Million Nine Hundred Twenty-Five Thousand Dollars (\$2,925,000) be levied as a tax for Educational purposes; and the sum of One Million Two Hundred Seventy-Thousand Dollars (\$1,270,000) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Fifty-Five Thousand Dollars (\$255,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Eighty-Two Thousand Dollars (\$82,000) be levied as a special tax for Financial Audit purposes; and the sum of Five Hundred Thousand Dollars (\$500,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; and the sum of Thirty-Five Thousand Dollars (\$35,000) be levied as a special tax for Worker’s Compensation and Unemployment purposes on the equalized assessed value of the taxable property of Community College District #529,

Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, State of Illinois, for the year 2019 to be collected in the year 2020; and that the income from the levy for the year 2020 be allocated 100% for Fiscal Year 2021.

Board Action: Trustee Brenda Culver made a motion to adopt the foregoing resolution regarding designation of the tax levy year as recommended. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-G. Articulation Agreement with Franklin University: The articulation agreement with Franklin University was approved by the Board in October and Franklin has now requested slight revisions.

Board Action: Student Trustee Corey Hall made a motion to approve the updated articulation agreement between IECC and Franklin University. The revised agreement was presented in full in the board agenda, Trustee Al Henager seconded the motion and on a recorded roll call vote the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-H. MOU with Carle Foundation Hospital – Paramedicine: A memorandum of understanding (MOU) between Illinois Eastern Community Colleges and Carle Richland Memorial Hospital (CRMH) is a requirement of the Paramedicine Program Accreditation to ensure that Illinois Eastern Community Colleges will grant credit for instruction in partnership with Carle Richland Memorial Hospital. By this MOU, IECC and CRMH are continuing a cooperative relationship to ensure our students receive excellent instruction in our Paramedicine program. The CEO recommended approval of the following agreement:

PURPOSE

The purpose of this document is to establish a memo of understanding between Illinois Eastern Community Colleges residing at 233 E. Chestnut St. in Olney, IL 62450 and Carle Richland Memorial Hospital residing at 800 E. Locust St., Olney, IL 62450. Subject to Illinois Eastern Community College District's compliance with the requirements set forth herein, this agreement assures that Illinois Eastern Community Colleges will provide college credit to individuals completing the Paramedicine certificate or degree training program through the partnership between Illinois Eastern Community Colleges and Carle Richland Memorial Hospital. This agreement allows students to receive college credit if they enroll at the educational institution and successfully complete their coursework; it does not require that students who do not register receive college credit.

PRIVACY AND DATA SECURITY

Both parties will comply with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999 and all associated regulations, taking necessary steps to ensure that confidential personal information is not disclosed or distributed, including the maintenance of a security plan consistent with industry standards to protect the confidentiality and integrity of personal information, and to protect against unauthorized access to such information. Information will be shared, in compliance with all applicable laws and regulations, as needed to allow transferring students to participate in the articulation program and to track student interest, persistence and success.

INDEMNIFICATION

- A. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify, defend, and hold harmless Carle Richland Memorial Hospital, its agents and employees, from any claims,

demands, or causes of action arising out of the negligent acts or omissions of Illinois Eastern Community Colleges, its agents or employees, in the performance of Illinois Eastern Community College District's obligations under this agreement.

- B. To the extent permitted by law, Carle Richland Memorial Hospital shall indemnify, defend, and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of Carle Richland Memorial Hospital, its agents or employees, in the performance of Carle Richland Memorial Hospital's obligations under this agreement.

TERM

This agreement shall automatically renew for successive one year periods from the signing date unless a party gives notice of non-renewal 3 months in advance of the expiration of the then-applicable term.

Both parties reserve the right to modify the terms and conditions of this Agreement or to discontinue the articulation program at any time. Notice of modification or intentions to discontinue shall be in writing from one Chief Executive Officer to the other at least nine months prior to the date on which any action would be taken. In the event that the program is discontinued, both parties will continue to provide services to all currently enrolled students through graduation or discontinued enrollment.

This agreement and attached addendums are effective only under the condition that Illinois Eastern Community Colleges maintains accreditation with the Higher Learning Commission (HLC) and that the partnership between Illinois Eastern Community Colleges and Carle Richland Memorial Hospital obtains and maintains program accreditation from the Committee on Accreditation for the EMS Professions or the Commission on Accreditation of Allied Health Programs. In the event that an institution loses its accreditation, this agreement and addendums will terminate immediately.

The parties agree to the provisions of any Addendums to Agreement, which are hereby incorporated by reference and made a part of this Agreement

Board Action: Trustee Gary Carter made a motion to approve the memorandum of understanding between IECC and Carle Foundation Hospital as presented. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-I. Board Meeting Dates and Locations for 2020: The Illinois Community College Act requires that the Board annually set meeting dates, times and locations of Board meetings for the upcoming calendar year. The attached resolution sets forth that the Trustees will meet on the third Tuesday of every month except the December meeting shall be the second Tuesday of the month. The following are the meeting dates and locations for the IECC Board of Trustees for 2020.

Tuesday, January 21, 2020, 7 p.m., Wabash Valley College

Tuesday, February 18, 2020, 7 p.m., Frontier Community College

Tuesday, March 17, 2020, 7 p.m., Lincoln Trail College

Tuesday, April 21, 2020, 7 p.m., Olney Central College

Tuesday, May 19, 2020, 7 p.m., Wabash Valley College

Tuesday, June 16, 2020, 7 p.m., Frontier Community College

Tuesday, July 21, 2020, 7 p.m., Lincoln Trail College

Tuesday, August 18, 2020, 7 p.m., Olney Central College

Tuesday, September 15, 2020, 7 p.m., Wabash Valley College

Tuesday, October 20, 2020, 7 p.m., Frontier Community College

Tuesday, November 17, 2020, 7 p.m., Lincoln Trail College

Tuesday, December 8, 2020, 7 p.m., Olney Central College

Board Action: Trustee Brenda Culver made a motion to approve the Board Meeting Dates and Locations for 2020 as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-J. Holiday Calendar 2020: The CEO recommended approval of the proposed holiday schedule for administrative, technical, professional/non-faculty, clerical, and maintenance staff for calendar year 2020 as presented and as listed in full in the agenda.

Board Action: Trustee Al Henager made a motion to approve the Holiday Calendar for Calendar Year 2020 as recommended. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-K. Chancellor Search Committee: Trustee James Lane has requested that his name be withdrawn as a member of the Chancellor Search Committee. It was recommended that the Board consider the appointment of Trustee Al Henager to the committee. The Chancellor Search Committee members would then be Gary Carter, Al Henager, Marilyn Holt and Renee Smith.

Board Action: Trustee John Brooks made a motion to approve the composition of the Chancellor Search committee to be Gary Carter, Al Henager, Marilyn Holt and Renee Smith 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. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – “Bid Committee Report” – None.

AGENDA #11 – “District Finance” – The following District financial matters were presented.

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

#11-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for November 2019 totaling \$3,316,765.81 were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee John Brooks made a motion to approve payment of district financial obligations for November, 2019, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Gary Carter, Brenda Culver, Al Henager. Student advisory vote: yea.

Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yeas and 0 nay votes, the Chair declared the motion carried.

AGENDA #12 – “Chief Executive Officer’s Report” – Marilyn Holt presented a report on items including the Chancellor Search, Student Trustee Election, and the Aspen award nomination for all four IECC colleges.

AGENDA #13 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #14 – “Approval of Executive Session Minutes” –

#14-A. Written Executive Session Minutes: The Board of Trustees went into Executive Session under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district during the regular meeting held on October 15, 2019. Separate minutes have been prepared for this closed meeting. It was recommended that the written minutes of the October 15, 2019 executive session meeting be approved and remain closed.

#14-B. Audio Recording of Executive Session: It was recommended that the recorded audio minutes of a closed session meeting held on October 15, 2019 be approved and remain closed.

Board Action: Trustee Brenda Culver made a motion to approve the written and audio minutes of a closed session meeting held on October 15, 2019 and that those minutes remain closed to the public at this time. Trustee Al Henager seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

AGENDA #15 – “Approval of Personnel Report” – Tara Buerster presented the following personnel Report and the CEO recommended approval.

400.1. Employment of Personnel

A. Professional/Non-Faculty, Exempt

1. Carol Dreith, Project Director, Title III, FCC, effective November 25, 2019, employment contingent upon continued grant funding.
2. Jennifer England, Health Sciences Specialist, Title III, FCC, effective December 5, 2019, employment contingent upon continued grant funding.
3. Sharmila Kakac, Program Director, Adult Education, FCC, effective November 21, 2019.

B. Professional/Non-Faculty, Non-Exempt

1. Mark Smith, Building Manager, WRC, effective November 20, 2019.

C. Classified

1. Chad Groves, TRIO Upward Bound Counselor, DO(WVC), effective November 20, 2019, employment contingent upon continued grant funding.
2. Michael Wagaman, Maintenance/Groundskeeper, LTC, effective November 20, 2019.

400.2. Change-in-Status

A. Professional/Non-Faculty, Exempt

1. Olivia McVicker, Career Advisor, OCC to Program Director, Grants & Compliance, DO, effective November 25, 2019.

400.3. Resignation Ratifications

Professional Non-Faculty, Exempt

1. Scott Meserole, O & M Team Leader/Coordinator of Fire Science, FCC, effective November 30, 2019.
2. Evan Semple, Coordinator of Industry Training, LTC, effective December 29, 2019.

B. Classified

1. Dylan Myers, Maintenance/Custodian, OCC, effective October 28, 2019.

Board Action to Approve Personnel Report: Trustee Brenda Culver made a motion to approve the Personnel Report as recommended. Student Trustee Corey Hall seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: Andrew Fischer, John Brooks, Gary Carter, Brenda Culver, Al Henager. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: James Lane, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #16 “Collective Bargaining” – None.

AGENDA #17 “Litigation” – None.

AGENDA #18 “Other Items” – None.

AGENDA #19 “Adjournment” – Trustee Gary Carter made a motion to adjourn. Trustee Al Henager seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, and the motion is adopted, and the meeting was adjourned at 8:05 p.m.