

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**IECC Board of Trustees Meeting**

**Tuesday, September 17, 2024**



**Location:**

**Wabash Valley College- WVC Cafeteria  
2200 College Drive  
Mt. Carmel, IL 62863**

**Dinner – 5:30 p.m.  
Meeting – 6:15 p.m.**

*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**

**Tuesday, September 17, 2024  
6:15 p.m.**

**Wabash Valley College- WVC Cafeteria  
2200 College Drive  
Mt. Carmel, IL 62863**

- |                                       |                  |    |
|---------------------------------------|------------------|----|
| 1. Call to Order & Roll Call          | Chairman Carter  |    |
| 2. Welcome from the Chair             | Chairman Carter  |    |
| 3. Recognition of Visitors and Guests | President Fowler |    |
| 3.A. Visitors and Guests              |                  |    |
| 3.B. IECCEA Representative            |                  |    |
| 4. Public Comments                    |                  |    |
| 5. Reports                            |                  |    |
| 5.A. Trustees                         |                  |    |
| 5.B. Chancellor                       |                  |    |
| 5.C. Presidents & Divisions           |                  |    |
| 6. Approval of Consent Agenda         | Chancellor Gower |    |
| 6.A. Disposition of Minutes           |                  | 5  |
| 6.B. 2024 Annual Security Report      |                  | 35 |

6.C.	IECC Emergency Response Plans	36
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6.G.	Memorandum of Understanding IECC/Wabash General Hospital	175
6.H.	Affiliation Agreements- Standard Clinical, Negotiated Clinical, Non-Standard Clinical, Non-Standard Non-Clinical	182
6.I.	Board of Trustees Election	247
7.	Action on Items Removed from Consent Agenda	Chancellor Gower
8.	Policy First Reading (and Possible Approval)	Chancellor Gower
8.A.	Policy 100.20 State Gift Ban Act	248
8.B.	Policy 500.22 Background Check Determination	251
8.C.	Policy 100.31 Sexual Misconduct/ Policy 100.42 Sex Prohibiting Discrimination	253

- |  |                      |
|--|----------------------|
| 9. Policy Second Reading - None                      | Chancellor Gower     |
| 10. Staff Recommendations for Approval               |                      |
| 10.A. Robinson Crawford<br>Enterprise Zone Amendment | Chancellor Gower 258 |
| 11. Bid Committee Report - None                      | Chancellor Gower     |
| 12. District Finance                                 |                      |
| 12.A. Financial Report                               | Mr. Hawkins 261      |
| 12.B. Approval of Financial Obligations              | Mr. Hawkins          |
| 13. Executive Session                                | Chancellor Gower     |
| 14. Approval of Executive Session Minutes            | Chancellor Gower     |
| 14.A. Written Executive Session Minutes              |                      |
| 14.B. Audio Executive Session Minutes                |                      |
| 15. Approval of Personnel Report                     | Mrs. McDowell 270    |
| 16. Collective Bargaining                            |                      |
| 17. Litigation                                       | Chancellor Gower     |
| 18. Other Items                                      |                      |
| 19. Adjournment                                      |                      |

1. Call to Order & Roll Call - Chairman Gary Carter called the meeting to order at 6:15 p.m. and directed the Board Secretary Sonja Wease to call the roll.

Susan Batchelor: Present

John Brooks: Absent at roll call,  
arrived at 6:45 p.m.

Roger Browning: Present

Gary Carter: Present

Brenda Culver: Present

Jan Ridgely: Present

Barbara Shimer: Present

Jorri VanDyke  
(Student Trustee): Present

Present: 7, Absent: 0.

Also present at the meeting, in addition to trustees:

Ryan Gower, Chancellor

Jay Edgren, President of Frontier Community College/Vice Chancellor Academic Affairs

Tona Ambrose, President of Lincoln Trail College/Vice Chancellor Institutional Outreach

Chris Simpson, President of Olney Central College/Vice Chancellor Business Operations

Matt Fowler, President of Wabash Valley College/Vice Chancellor Student Affairs

Ryan Hawkins, Chief Financial Officer/Treasurer

Andrea McDowell, Executive Director of Human Resources

Alex Cline, Chief Information Officer

Paul Bruinsma, Chief Academic Officer

Sonja Wease, Board Secretary

2. Welcome from the Chair - Chairman Carter welcomed all who were present for the meeting.

3. Recognition of Visitors and Guests

3.A. Visitors and Guests – Amy Tarr, Cynthia Boyce, Rob Mason, Dustin & Zoey Wiggins

3.B. IECCEA Representative – Rob Mason addressed the Board and expressed that morale is low amongst faculty members.

4. Public Comments - None

5. Reports

5.A. Trustees – Barb Shimer thanked President Ambrose and Lincoln Trail College staff and students for their help on United Way Work Day cleaning up a farm that sustained tornado damage. Trustee Batchelor thanked all who helped with the ICCB Program Review.

5.B. Chancellor – Chancellor Gower addressed comments made last month by Dr. Phil Thorsen and expressed appreciation for his genuine desire to see things improve. Dr. Gower’s full comments are attached to these minutes.

5.C. Presidents & Divisions - Reports were presented by the Presidents & Vice Chancellors of each division.

#### 6. Approval of Consent Agenda

Motion to approve consent agenda as presented. This motion, made by Brenda Culver and seconded by Barbara Shimer, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea  
Yea: 7, Nay: 0

6.A. Disposition of Minutes – Open meeting minutes as prepared for the regular meeting held on July 16, 2024 were presented for approval.

6.B. Affiliation Agreements- None.

6.C. Model Partnership Agreement / Mission III Academy

6.D. NIU / IECC Agreement

#### 7. Action on Items Removed from Consent Agenda - None

#### 8. Policy First Reading (and Possible Approval)

8.A. Policy 100.27 / Policy 400.32 Code of Ethics for Employees

Motion to eliminate Policy 100.27 and waive second reading and approve Policy 400.32 Code of Ethics for Employees. This motion, made by Susan Batchelor and seconded by Roger Browning, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea  
Yea: 7, Nay: 0

8.B. Policy 100.7 Prevailing Wage Law

Motion to waive second reading and approve policy 100.7 Prevailing Wage Law to reflect IECC’s commitment to comply with the Illinois Prevailing Wage Act. This motion, made by Barbara Shimer and seconded by Jan Ridgely, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea  
Yea: 7, Nay: 0

8.C. Policy 400.4 Holiday, Leave, and Benefit

Motion to waive second reading and approve 400.4 Holiday, Leave, and Benefit Policy to reflect changes to Bereavement Leave benefits. This motion, made by Susan Batchelor and seconded by Brenda Culver, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea  
Yea: 7, Nay: 0

#### 9. Policy Second Reading - None

#### 10. Staff Recommendations for Approval

##### 10.A. Policy 500.14 Tuition Waivers

Motion to waive second reading and approve the revisions to 500.14 Tuition Waiver policy to better outline IECC's current and aspirational practices related to the use of tuition waivers.

This motion, made by Barbara Shimer and seconded by Roger Browning, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea  
Yea: 7, Nay: 0

##### 10.B. Appointment of Board Audit Committee

Motion to appoint Trustee Browning and Trustee Ridgely to serve as members of the Audit Committee to review the annual audit and complete the Audit Report. This motion, made by Susan Batchelor and seconded by Barbara Shimer, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea  
Yea: 7, Nay: 0

##### 10.C. CBD Trust Agreement

Motion to authorize Dr. Gower to proceed with the execution of an amendment to the Trust Agreement with the State of Illinois for the construction of the Applied Technology Center at Olney Central College and proceed with this Capital Development Board project. This motion, made by Susan Batchelor and seconded by Brenda Culver, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea  
Yea: 7, Nay: 0

##### 10.D. Program Review FY 2024

Motion to approve the IECC Program Review Report FY24 as presented. This motion, made by Roger Browning and seconded by Brenda Culver, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea  
Yea: 7, Nay: 0

#### 11. Bid Committee Report - None

#### 12. District Finance

Motion to approve payment of district financial obligations for July 2024 in the total amount of \$2,227,019.55. This motion, made by Jan Ridgely and seconded by Barbara Shimer, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea  
Yea: 7, Nay: 0

#### 13. Executive Session

Motion to enter executive session under Open Meetings Act Exceptions 2(c)(1) Employment Matters, 2(c)(2) Collective Negotiating Matters and 2(c)(12) Litigation at 7:40 p.m. This motion, made by Brenda Culver and seconded by Barbara Shimer, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea  
Yea: 7, Nay: 0

Motion to exit executive session at under Open Meetings Act Exceptions 2(c)(1) Employment Matters, 2(c)(2) Collective Negotiating Matters, and 2(c)(12) Litigation at 9:33 p.m. This motion, made by Brenda Culver and seconded by John Brooks, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea  
Yea: 7, Nay: 0

14. Approval of Executive Session Minutes - None

15. Approval of Personnel Report

#### **400.1 Employment of Personnel**

##### **A. Faculty, Exempt**

1. Abigail Holdrieth, English/Speech Instructor, LTC effective August 26, 2024

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

1. Bart Nation, TRIO Upward Bound Academic Counselor effective September 2, 2024

##### **C. Classified, Non-Exempt**

1. Colin Walls, Custodian, LTC effective August 26, 2024
2. Caleb Kamplain, TRIO Student Support Services Counselor, LTC effective August 26, 2024

#### **400.2 Change in Status**

##### **A. Faculty, Exempt**

1. Julie Dehart, Health Science Specialist, FCC to Medical Lab Technical Instructor, FCC effective October 1, 2024

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

1. Danyelle Ayres, from Part-time Adult Education Adjunct Instructor to Coordinator of ICAPS & Instruction effective August 26, 2024
2. Taryn Bunting, Trina Dunkel, and Justn Young from Financial Aid Coordinator to Financial Aid Specialist effective September 2, 2024

##### **C. Classified, Non-Exempt**

1. Stephanie Corley, Brittany Longbons, and Sara Newkirk from Student Services Specialist to Financial Aid Representative effective September 2, 2024

2. Annie Matthews from Administrative Assistant to the Dean, OCC to TRIO Student Support Services Counselor, OCC effective August 26, 2024

**~~400.3 Memorandum of Agreement with IECCEA (Certain Retroactive Economic Items for AY 2024)~~**

**400.4 2024-25 Administration and Staff Salaries**

**400.5 Special Assignment(s) (Attachment)**

**400.6 Employee Position Title Changes**

- A. Position title change for all TRIO Upward Bound Counselors to TRIO Upward Bound Academic Counselors:
  1. Rachel Carter
  2. Grae Drake
  3. Rusty Foerster
  4. Kristie Markman
  5. Jade Colclasure
  
- B. Position title change for all TRIO Upward Bound Coordinators to TRIO Upward Bound Academic Coordinators:
  1. Candice Young
  2. Julie Auteberry
  3. Christy Morley

**400.7 Approval of Proposed Non-College Employment**

<u>Name</u>	<u>Employer</u>	<u>Hours/Days per Academic Year</u>
Angelia Williams	Good Samaritan Hospital Vincennes, IN LaSalle Behavioral Health Unit	216 hours
Dustin Wiggins	Centerpoint Energy Evansville, IN	500 hours
Rob Mason	SIUC School of Physics & Applied Physics Carbondale, IL	9 days
Megan Bunnage	St. Vincent Hospital for Women and Children	52 days



16. Litigation - None

17. Other Items - None

18. Adjournment

Motion to adjourn at 9:48 p.m. This motion, made by Susan Batchelor and seconded by Brenda Culver, Carried.

Susan Batchelor: Yea, John Brooks: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, Jan Ridgely: Yea, Barbara Shimer: Yea, Jorri VanDyke (Student Trustee): Yea  
Yea: 7, Nay: 0

Approved: Chairman: \_\_\_\_\_

Secretary: \_\_\_\_\_

## Comments Delivered to the IECC Board of Trustees In Response to the IECCEA Association message on July 16, 2024

Members of the Board,

I appreciate the comments shared by Dr. Thorsen on behalf of the IECCEA last month. I've known Dr. Thorsen for nine years, and he is a good colleague and talented educator we are fortunate to have in the organization. I believe he shared these comments because he has a genuine desire for things to improve. I share this desire, and I offer these responses and general comments in the same spirit.

### **Communication.**

Many of the comments shared by the IECCEA point out the need for improved communication. I wholeheartedly agree with this sentiment. As IECC moves into our new organizational structures, the leadership team recognizes that we will need to learn how to communicate differently and better as we are now working with colleagues and issues that span the entire district, not just on one campus. This is admittedly more complex, and IECC was already an organization that struggled to have good internal communication. We are working to improve and have introduced several new communication strategies, including our District Newsletter, our monthly District-Wide After the Board meeting, our Division Minutes, and our SEPC minutes. Beyond that, our Deans rotate across the four campuses at least two times a month, and the Vice-Chancellors meet at least quarterly on each campus inviting their team members and other members of the campus community to engage with them. We also hold monthly faculty and staff meetings at each of our four campuses to share information and field questions.

While we acknowledge challenges, I know the administrative team is making a good-faith effort to communicate, and we will continue to work to improve. I believe there are four factors contributing to the challenges we are experiencing:

- 1) **There is a great deal of change happening in the organization at a quick pace.** As a result, I am confident that administration sometimes fails to adequately consider everyone who may need or want to understand a particular action and the rationale used in making the decision. Communicating every action (and the rationale behind it) would not only

be prohibitive in terms of staff time, it would also be overwhelming to our people and would likely prompt further disengagement. Instead, we try to communicate broadly and invite faculty and staff to inquire about topics they may wish to know more about.

- 2) **People need to engage the communication that is being made available to them.** As previously noted, the leadership team has made a concerted effort to improve communication over the past two years. Some of this communication is written and requires people to take the time to read what has been shared. Other communication happens in meetings and requires people to attend and participate. Obviously, none of these communication efforts are intended to be a compendium of information, but they are a quick reference guide to help them stay abreast of changes and better identify topics they may wish to learn more about.
  
- 3) **Communication is a two-way activity.** Administration cannot answer questions they do not know exist. In example, on behalf of the IECCEA, Dr. Thorsen raised questions about recent staff vacancies in advising and financial aid positions. A phone call or email to either a Dean, the CAO, Dr. Edgren or Ryan Hawkins is all that is necessary for him and/or the IECCA to gain an understanding of the situation and the changes they could expect to see. This did not happen. Conversely, our team could have been more proactive in making sure the campus community was more informed as well. Similarly, concerns were expressed about policy changes affecting non-bargaining unit salary, hours, and vacation times. Those were changes IECC undertook in order to stay compliant with Federal law. That action was detailed in SEPC minutes, our Board Book, after-Board release and Board minutes. If additional clarification was needed, all it takes is a phone call or email for this question to be resolved.

Our monthly Faculty and Staff meetings are a good time to raise such questions. We acknowledge that there may be times a particular administrator may not have the answer to a specific question. Still, the simple act of asking, which requires administration to seek and deliver answers, only serves to improve communication and understanding within the organization.

- 4) **A culture of mistrust.** There is no doubt that some individuals perceive that escalating tensions in our collective bargaining process has split management and faculty into two separate groups when we should otherwise be working as a cohesive and unified team. When one or both parties in a relationship are reluctant to speak candidly with the other, it never leads to a positive outcome. Confirmation bias, attributing, and inferring all done without the benefit of understanding the intent or perspective of the other party. It comes to a place where even if the parties may be saying or wanting very nearly the same thing, they can't hear it. This is one of the reasons why the Board Team requested mediation. We need assistance in finding our center.

#### **Faculty Compensation & Salary Compression.**

On behalf of the IECCEA, Dr. Thorsen also reported that the faculty have consistently reported concerns about compression with the implication that the administration has not been responsive to this concern. There are five points responsive to this matter:

- 1) For decades, both parties – the Board Team and the IECCEA – have mutually agreed to and ratified a series of collective bargaining agreements that outline faculty compensation and hiring ranges. To the extent that these agreements allegedly allows compression to occur, both parties share equal responsibility. The administration has been working within the parameters outlined in the Collective Bargaining Agreement related to approved hiring ranges for faculty. *We understand that the Association is now proposing a new system, and we will work in good faith to find a mutually acceptable path forward.*
- 2) In successor negotiations held with the Association in 2021, the Association did express concerns about compression and inversion in the faculty line. Our review of faculty salaries did not reveal a systemic problem with compression. We did observe that there were limited instances where there appeared to be genuine issues with both. A copy of the scatter graph for faculty salary are attached to this

document as **Appendix A**. As a whole, the trend lines move in an entirely appropriate manner.

- 3) While administration did not see a major issue with compression in our faculty lines, **we did hear and respond to this concern**. In the negotiations that took place in the Summer of 2021, the Board Team proposed allocating a pool of dollars to the Association instead of a flat percentage increase per member. In this way, the Association – not the administration – could determine the percentage pay increase each of their members would receive allowing them to make larger increases to members' salaries they felt were compressed or inverted. A copy of the language from the governing, but expired CBA makes this quite clear and is attached as **Appendix B**. **The percentage increases provided in the last CBA were generous and were the highest given in recent IECC history.** *This was a significant departure from prior Collective Bargaining Agreements done specifically to assist the Association in addressing their concerns about inversion and compression.*
  
- 4) In the middle of the last contract period, IECC also agreed with the Association to provide an additional pool of dollars equal to 2.3% of faculty base salaries for the Association to apply to their member's base pay. Together with the amounts agreed to in the CBA, this provided a pool of approximately 9% of faculty base salary to be applied over a 2-year window. This unsolicited increase, given as a pool of dollars to the faculty Association, allowed them to further address their concerns of salary compression. **I know of no other time that administration or the Board of Trustees at IECC has approved an unsolicited increase in base salary for bargaining unit members. It is unclear if the Association leadership ever communicated this Board action to its members.** As such, it is difficult to hear that the leadership team at IECC does not care about faculty compensation or perceptions of compression in their lines. A copy of the Board of Trustees meeting minutes where this action took place is attached as **Appendix C**.

- 5) The Association highlighted the banded salary approach for non-bargaining unit employees approved by the Board in August of 2023 as an effort made to prevent inversion among staff members. There were two reasons why this approach was employed by IECC;
- a. **Changing Minimum Wage Laws.** IECC took this action responsive to changes in the minimum wage laws in Illinois. We recognized the need to move as aggressively and responsibly as we could to adjust the wages of existing non-bargaining unit staff to minimize inversion.
  - b. **Financial Responsibility.** Recognizing the need to make larger increases for our entry level non-bargaining unit staff, IECC understood it would need to depart from past practices where all staff (entry level to CEO) were given the same percentage increase. Said plainly, IECC could not afford to give the same percentage increase to higher income earners that it needed to give to our entry level employees.

That was the genesis of our banded salary approach. This approach underscores our commitment to treating employees fairly and looking for financially responsible ways to prevent inversion and compression. We have demonstrated our commitment to doing this with employees and bargaining unit members.

### **Faculty Compensation.**

In their July address, the IECCEA told the Board of Trustees that our faculty are among the lowest paid in the state. This is true from a certain point of view, but there is another perspective that should also be considered. Employee salaries simply cannot be considered in a vacuum. For example, according to a recent survey, see <https://www.fox32chicago.com/news/illinois-places-lowest-cost-living-study>, Olney's cost-of-living is the 10th lowest in the entire State. That reality paints a very different picture when you consider the following:

- 1) Last year, out of all the employees at IECC earning \$80,000 and above, 67% of those were faculty members.
- 2) Last year, sixteen (16) bargaining unit faculty members earned more than \$100,000.

As I have shared with the Board, the leadership team, and with the faculty bargaining team prior to the last round of negotiations in 2021, the issue is not how much our faculty are earning, but the number of extra assignments they must take on to earn these amounts. An institution focused on educational quality will be one where faculty loads are reasonable and well-balanced among its members, where faculty members still have time to participate in assessment and accreditation activities, as well as other campus life or important committee assignments. **The relationship between faculty and the organization has become transactional.** The fault for this rests primarily with the administration, but it will take both parties to fix it moving forward from here.

**IECC's Compensation Model.** Prior to the last round of negotiations in 2021, the model for faculty compensation at IECC has focused on a fair, but modest base salary and the opportunity to earn additional dollars through overload assignments. In my opinion, this is an incredibly good model for all parties under the following conditions;

- 1) The levels of overload assigned to faculty are reasonable.
- 2) Student demand/enrollment justifies the creation of overload sections.
- 3) Sufficient competition in the workforce exists to maintain strong and competitive applicant pools employing this approach.

Unfortunately, at IECC none of these conditions exist any longer. To protect our students, the institution as well as our faculty, IECC must have the courage to transition to a different model of faculty compensation. This is hard to do when there is a culture of mistrust, and I believe we are seeing this reflected in our negotiation process.

**Base Pay.** Appendix D shows how IECC compares to our regional competitors when it comes to base pay, overload, and summer school pay. As the IECCEA asserts, for AY24, IECC has the lowest base pay for faculty. There are three points to raise related to this data;

- 1) IECC's data is artificially repressed due to the lack of a Collective Bargaining Agreement or other agreement on retroactive pay for AY24. A more accurate comparison would include hypothetical or predicted increases for IECC members. Regardless, IECC has made two efforts to address AY24 base pay so faculty do not go without a raise during prolonged negotiations. Both have been rejected, and

- both would have moved IECC's pay in line with our peers. Once an agreement is reached, IECC's data will adjust upward accordingly.
- 2) This data reflects averages at institutions, but does not reflect more granular data – such as age, education level, years of experience, or discipline specific data for faculty – that can skew averages based on relatively small population sizes.
  - 3) As explained above, the data also does not reflect cost-of-living differences among different geographic areas of the State. Olney, for example, has the 10th lowest cost-of-living in Illinois.

**Overload.** Appendix D also shows how IECC compares to regional competitors when it comes to overload. Again, this data is repressed as IECC does not have a CBA or agreement on retroactive pay in place for AY24. Still, this is an area where IECC has long lagged behind our regional peers, and both the administration and the IECCEA would like to see addressed. There is a **major obstacle preventing** this from happening.

The Association frequently points out IECC's low overload pay rate but fails to give their audience a complete understanding of the issue. In example, Rend Lake offers their faculty \$825/credit hour compared to IECC's \$600/credit hour. Rend Lake, however, only taught ~150 hours of overload in AY24 compared to **IECC's ~1,500**. This means Rend Lake spent just over \$120,000 on faculty overload while **IECC spent** just under \$900,000. The same conclusion can be drawn by looking at Shawnee (257 hours of overload) and Southeastern (202 hours of overload). **As enrollment declines and the average section size across the institution slips closer to our break-even point, the amount of overload is no longer warranted or financially sustainable for the organization.**

The IECCEA also made several comparisons to the City Colleges of Chicago in their address to the Board last month. The City Colleges of Chicago pays \$1,000 per credit hour for overload, but have contractually capped overload at no more than 6 credit hours per faculty, per semester. Putting aside the obvious disparity in cost-of-living and tax bases between Olney and Chicago, neither the administration nor the Association have suggested capping faculty overload, but that would be one way to allow for aggressive movement in overload pay rates.

The bottom line with overload is this; student enrollment across the nation is expected to decline over the next decade. This, on top of 14 years of enrollment drops at IECC should make it clear that there will be a diminished need for IECC to offer some overload sections. The administrative team believes it is in the best interest of the students, the faculty and therefore the institution to work with the Association at the bargaining table to:

- 1) Bring IECC's overload pay rate in line with our regional peers.
- 2) Ensure that faculty overload is reasonable and warranted as determined by student enrollment patterns and efficient course scheduling practices.
- 3) Continue to make strong adjustments to our faculty base pay to retain talented faculty and increase our competitiveness for high-quality applicants. The administrative team favors a scale that reflects the need to be more competitive in Allied Health and specialized CTE fields.

**There is insufficient student enrollment and financial resources available for IECC to do #1 and #3 above without also doing #2.** IECC has been operating with relatively flat operating budgets for a long time. As such, any movement upward in one expense requires an equal reduction in another area to maintain balanced budgets. **In an organization where 65% of expenses are people, the implications of these decisions must be carefully considered.** IECC proposed a comprehensive economic proposal in July of 2023. We received a comprehensive economic counter proposal from the Association in July of 2024. Despite the delay, I remain confident that an agreeable solution can be reached if both parties are willing to negotiate in good faith.

### **Administrative Comparisons**

The IECCEA also drew several comparisons of the salary and benefits of IECC administration and that of the City Colleges of Chicago. It is important to note that not all Colleges and Universities publicly disclose additional benefits on employment contracts as IECC does. In some cases, those are managed by internal policies, extension of past practices, or administrative guidelines.

## **IECC Presidents and Vice-Chancellors.**

The IECCEA suggested that IECC simply "tacked on" new titles to the President's previously held positions. **This is false.** In our new organizational structure, the Presidents retained responsibility for stewardship of the physical campus, operations and maintenance, athletics, theater, and community relations. On top of that, they each assumed new District-wide duties reflective of the function of their new division – Academic Affairs, Student Affairs, Business Operations, or Institutional Outreach. They not only assumed a larger reporting line, but assumed more functional responsibility as much of the decision-making authority for those areas has been delegated down to non-bargaining unit divisional leadership teams, and away from Cabinet/SEPC. There was a large expansion of responsibilities assumed by management representatives in the reorganization, and this was reflected in the new contracts extended to several non-bargaining unit management representatives. While the IECCEA is correct that our administration administers to a smaller group of faculty, staff, and students, they also have a **far greater range of duties** and responsibilities and **far fewer support staff** to assist them. I appreciate their effort to have an "apples to apples" comparison, but there are several places where the comparisons between IECC and City Colleges of Chicago breaks down. There are several community colleges in Illinois that have branch campuses or off-site teaching locations. Our Presidents and Vice-Chancellors perform duties comparable to their peers AND campus managers, athletic directors, facility directors, and advancement officers. It is hard to find a good comparison. Still, given the work performed, and the years of experience held by our Presidents and Vice Chancellors, the salaries we offer are fair and in line with our peers.

## **Negotiation Comments.**

As the IECCEA notes, due to contract negotiations, we are limited in what we are allowed to discuss, so I will attempt to limit my comments to responses to items specifically addressed in their oral and written comments:

- 1) Dr. Thorsen expressed his belief that inversion and compression is the biggest problem for IECC faculty and that for years they have been told to "wait until the next negotiation." To this I would respond:
- a. This administrative team was responsive to these concerns in 2021, and again in 2022 as outlined above. At no point did we say "wait until the next negotiations." **We presented solutions that were mutually agreed upon.**
  - b. If these topics were the Association's biggest concern coming into negotiations, I believe they should have been the first items we negotiated. Instead, the Association has insisted on negotiating language items prior to economic items. We received a comprehensive economic proposal from the Association in June of 2023. We countered by the end of July 2023. We received the second comprehensive economic proposal from the Association on **July 12, 2024.**
  - c. If the IECCEA believes that they were told to "wait" again in the Fall of 2023, then there was a large misunderstanding. In previous negotiations, it was common for there to be only four or five sections of the CBA to be opened to be negotiated. During these negotiations, the Association's initial proposal included proposed modifications to 16 separate sections of the contract. Recognizing that this round of negotiations was going to be far more involved and complex than years past and recognizing that we are an organization going through management restructuring, we knew this would take more than a few months to navigate. For that reason, we presented a supposal (Appendix E) to the Association that would allow their membership to see immediate economic benefit while the parties continued to negotiate on non-economic items for AY24 and beyond. Again, believing our 2021 CBA was responsive to the Associations concerns about inversion and compression, by employing the same approach with a larger percentage increase (5%) we did not view this offer as telling the Association to "wait" for anything. Our intention was quite the opposite.
  - d. In comparing themselves to non-bargaining employees at IECC, the IECCEA is no longer using the "apples to apples" approach they employed earlier. When discussing

management approaches, **it is important to recognize that comparing strategies used for non-bargaining unit/at-will employees to those for bargaining unit employees is inherently unfair.** Each group operates under different conditions: at-will employees may enjoy flexibility and more individualized agreements, but they lack the collective bargaining power and job security that unionized employees possess. Conversely, bargaining unit employees benefit from collective agreements that ensure standardized treatment but may face more rigid structures. Each approach has distinct advantages and limitations, tailored to the respective employment conditions.

- e. IECC is aware of no ICCB policy that prohibits us from using adjunct faculty to teach alongside our faculty. Our adjunct faculty are held to the same qualifications standards as our full-time employees. IECC has some adjunct faculty who have been serving our students for decades, and we are proud to be affiliated with them.
- f. The Association's assertion that our last proposal diminished their rights in regards to seniority, reduction in force, and right to representation either constitutes a conscious misrepresentation of our last offer or demonstrates an inherent misunderstanding by their team members.
  - i. **Reduction-in-force.** IECC accepted the Association's proposal to subject RIF decisions to the parties' grievance-arbitration process.
  - ii. **Seniority.** In what we believed to be movement toward what the Association was requesting, IECC proposed allowing faculty to gain seniority in more than one discipline depending on their teaching assignment.
  - iii. **Right to Representation.** IECC's proposal sought to track Illinois law by tying union representation during investigatory meetings to employee requests for union representation.
  - iv. **Due Process.** In our recent counter proposal, IECC did not deny due process to a select group of faculty. We did, however, make it clear that non-tenured faculty

are not covered by the Illinois Public Community College Tenure Act. Faculty are afforded the rights and protections afforded under this law only after obtaining tenure. This is no different than any other collective bargaining agreement that extends just cause protections to employees only after they have completed a probationary period.

- v. IECC has and remains open to bargaining all mandatory subjects of bargaining. If the Association has examples of where IECC has refused to do so, they should bring them to our mediation session where they can be jointly explored.

Like the Association, IECC desires a fair, just and equitable contract. The following values guide us in our decision-making during negotiations:

- 1) **Financial Sustainability:** Ensuring that any agreement supports the long-term financial health of the institution.
- 2) **Student Need/Benefit:** Prioritizing decisions that enhance student success and meet their educational needs.
- 3) **Fairness and Equity:** Ensuring fair compensation and working conditions while considering the equitable distribution of resources.
- 4) **Operational Efficiency:** Striving for agreements that maintain or improve the efficiency of college operations.

Forward Together,

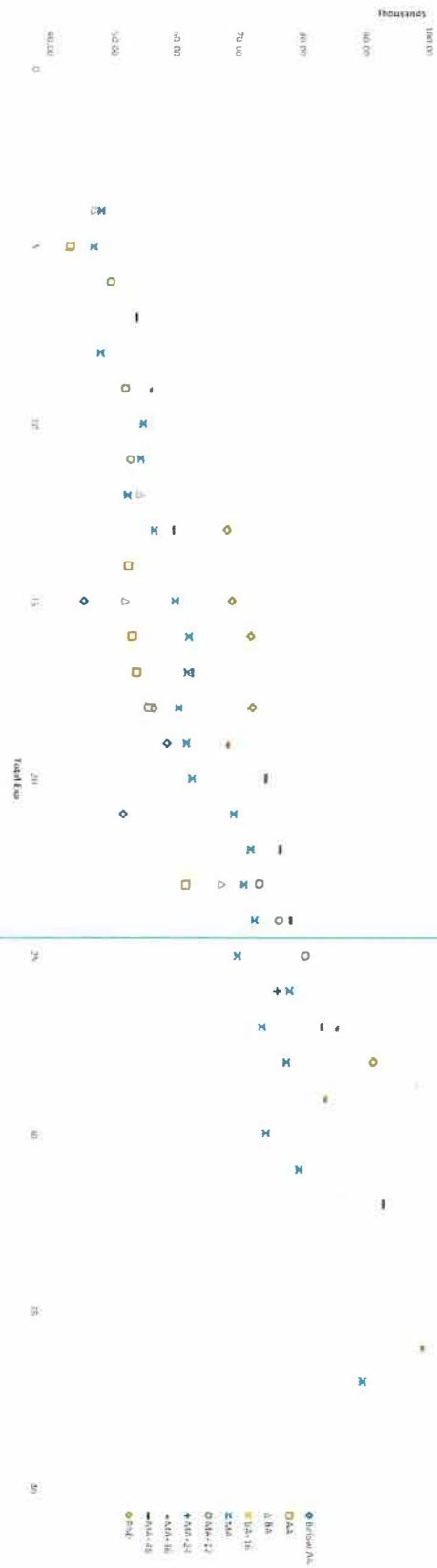
Ryan Gower, Ph.D.

Chancellor, Illinois Eastern Community Colleges

# Appendix A

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Faculty Scatter on FY '23 Base Salary, Experience, and Ed Level



## Appendix B

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reimbursed for mileage equal to the difference between the faculty member's personal residence and the first/closer work site.

**Section 9.8 Tuition Waivers for Full-time Faculty Members and Family.** Each full-time faculty member, spouse, and dependents of the full-time faculty member shall be entitled to enroll tuition-free in credit courses on a space available basis. Applicable course fees will be paid by the individual. The enrollment of any dependents or spouse shall not count towards any administratively established class size minimum.

**Section 9.9 Initial Placement and Advancement on Salary Schedule.**

**Section 9.9.1 Base Salary.** The 2021-2022 academic year base salary for all full-time faculty members who were employed and worked during the 2020-2021 academic year and who were still employed upon settlement shall be increased at the discretion of the bargaining unit utilizing a total dollar pool of \$345,000, which may be applied to either or both Academic Years 2021-2022 and 2022-2023. The total available dollars shall not exceed \$345,000 through Academic Year 2022-2023. Full-time faculty members who were hired for the 2021-2022 Academic Year and were still employed at the beginning of the 2022-2023 Academic Year will receive a raise for the 2022-2023 Academic Year equal to the average percentage increase given to the faculty in the 2021-2022 academic year. Those raises will not be deducted from the total dollar pool. Any increase to an individual member salary shall not exceed a base salary increase of 5% in either academic year.

The bargaining unit shall provide a detailed list of members with base salary by August 1st of each Academic Year. Said increases to base salary for the 2021-2022 academic year shall be effective with the first pay period of the academic year.

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See Appendix B for pay date information for the 2021-2022 academic year and Appendix C for pay date information for the 2022-2023 academic year.

Any educational level change, the payment for which would create a salary increase of greater than 6% in any academic year for a faculty member, shall not be paid entirely in the academic year earned. The increase shall be paid to the faculty member in annual amounts up to the maximum of a 6% increase, including any scheduled salary increase, in any academic year until the full educational level increase is realized. Future salary increases shall be calculated as if the full educational level increase had been awarded in the academic year earned.

If the Association disputes whether the foregoing paragraph should apply to a specific faculty member in a specific instance, the District shall seek an opinion from SURS. If an opinion letter is received from SURS, or other final determination, which states the District will not be required to pay or assume any liability for future benefits to be paid under the SURS laws or regulations then in place if a salary increase greater than 6% is provided to such faculty member, then the educational level increase will be fully paid in the academic year earned and not in subsequent annual amounts. Without regard to the final determination by SURS in any opinion letter, the Board of Trustees and the Association each retain the right to appeal such SURS determination.

## Appendix C

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2. All full-time employees (non-bargaining unit and not on a temporary contract) will receive a 5% pay increase but not to exceed \$4,000 unless otherwise noted.
3. All increases are effective August 29, 2022, unless otherwise noted.
4. Entry levels for all non-faculty positions will be increased by 4.5%, effective August 29, 2022.

**#16- Board Action to Approve Personnel Report:** Trustee Brenda Culver made a motion to approve the Personnel Report as presented. Trustee Jan Ridgely seconded the motion, and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #17 – “Collective Bargaining”** The Board approved a Memorandum of Agreement between the Illinois Education Association/National Education Association (IEA/NEA) and the District’s Bargaining Unit Faculty (IECEA) under Agenda Item #14 Personnel Report.

**AGENDA #18 – “Litigation”** – Chancellor Gower provided an update on ongoing litigation.

**AGENDA #19 – “Other Items”** – None.

**AGENDA #20 – “Adjournment”** Trustee Jan Ridgely made a motion to adjourn. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Roger Browning, Gary Carter, Brenda Culver, Jan Ridgely, Barbara Shimer, Brady Waldrop. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried and the meeting adjourned at 9:09 p.m.

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement between the Board of Trustees of Illinois Eastern Community Colleges, District No. 529 ("Board") and the Illinois Eastern Colleges Education Association, IEA-NEA ("Association"). The Board and the Association hereby agree as follows:

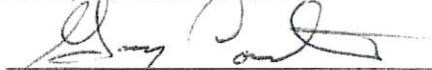
1. In recognition of the mutual interests of both parties due to external factors, an additional \$90,000 will be awarded to the full-time faculty total dollar pool for the 2022-2023 Academic Year.
2. Section 9.9.1, Base Salary, Paragraph 1, of the Faculty Agreement shall be updated to reflect the following:
3. Base Salary. The 2021-2022 academic year base salary for all full-time faculty members who were employed and worked during the 2020-2021 academic year and who were still employed upon settlement shall be increased at the discretion of the bargaining unit utilizing a total dollar pool of ~~\$345,000~~, \$435,000 which may be applied to either or both Academic Years 2021-2022 and 2022-2023. The total available dollars shall not exceed ~~\$345,000~~ \$435,000 through Academic Year 2022-2023. Full-time faculty members who were hired for the 2021-2022 Academic Year and were still employed at the beginning of the 2022-2023 Academic Year will receive a raise for the 2022-2023 Academic Year equal to the average percentage increase given to the faculty in the 2021-2022 academic year. Those raises will not be deducted from the total dollar pool. Any increase to an individual member salary shall not exceed a base salary increase of 5.5% in either academic year. Any increase due to the additional funds outlined above for which would create a salary increase of greater than 5.5% in any academic year for a faculty member, shall not be paid entirely in the academic year earned. The increase shall be paid to the faculty member in annual amounts up to the maximum of a 5.5% increase, including any scheduled salary increases or educational level changes, in any subsequent academic year until the full increase is awarded. Future salary increases shall be calculated as if the full salary increase had been awarded in the academic-year earned.

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4. All other sections of the contract to remain the same.
5. This Agreement is non-precedential in all aspects. The Board and Association agree that this Memorandum of Agreement is effective August 16, 2022, and shall expire on September 1, 2023, and cannot be cited by faculty members in the future.

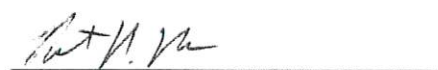
IN WITNESS WHEREOF, the parties have hereunto set their hands as the dates indicated below.

BOARD OF TRUSTEES OF  
ILLINOIS EASTERN COMMUNITY  
COLLEGES, DISTRICT NO. 529

By: 

Date: 8/16/22

ILLINOIS EASTERN COLLEGES  
EDUCATION ASSOCIATION, IEA-NEA

By: 

Date: 8-12-22

## Appendix D

	ICCB '24 Avg	Shawnee	Southeastern IL	Kaskaskia	Rend Lake	IL Eastern	John A. Logan	Lake Land	Avg of Peer	Min of Peer	Max of Peer
Tables 2, 11 & 14											
Faculty (9 month)	\$89,420	\$74,432	\$62,633	\$85,884	\$79,240	\$65,581	\$74,088	\$65,193	\$72,007	\$62,581	\$85,884
Administrative (12 month)	\$111,503	\$85,665	\$104,022	\$79,492	\$72,451	\$108,842	\$97,550	\$113,094	\$95,159	\$77,451	\$113,094
Table 5											
Part-Time Faculty Rate	\$889/credit hour	\$600	\$515	\$377	\$561	\$535	\$860	\$752	\$600	\$377	\$860
Full-Time Faculty Overload Rate	\$1,000/credit hour	\$750	\$770	\$795	\$825	\$825	\$891	\$900	\$790	\$600	\$900
Full-Time Faculty Summer Rate	\$1,186/credit hour	\$750	\$875	\$855	\$825	\$732	\$989	\$900	\$846	\$730	\$989
Tables 20 & 21											
Faculty (9 and 12 month)	\$107,760	\$78,091	\$71,162	\$103,447	\$77,706	\$78,348	\$86,038	\$92,766	\$83,937	\$71,162	\$103,447
Administrative (12 month)	\$103,908	\$80,466	\$110,120	\$74,567	\$53,966	\$102,046	\$97,197	\$114,267	\$93,233	\$73,967	\$114,267
Other (Nonteaching) Professional (9 & 12 month)	\$60,834	\$50,164	\$48,040	\$43,463	\$42,189	\$47,776	\$47,855	\$52,862	\$46,621	\$41,776	\$52,862
Classified	\$44,933	\$32,945	\$27,848	\$39,669	\$37,739	\$29,461	\$45,933	\$38,537	\$36,019	\$27,848	\$45,933

## Appendix E

## Written Supposal

### 1 Year Book

Section 9.2 Teaching Load Formula

Agree to proposed changes in labs

Section 9.9.1 Base Salary

5% base pay increase for members to be distributed consistent with the guidelines in the most recent (2021-2023) Agreement.

Section 9.3 Overload

\$635 Instructor & Assistant

\$655 Associate & Full

Agree to \$180 for applied music for FA2023

Section 9.4 Summer School

\$785 Instructor & Assistant

\$805 Associate & Full

Board team remains open to negotiating other areas not tied to compensation.

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## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: September 17, 2024  
RE: 2024 Annual Security Report

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act requires an Annual Security Report be compiled and published prior to October 1 of each year. The Annual Security Report contains crime information for the past three years, relevant policy statements, and training and educational programming related to campus safety and security, crime prevention, alcohol and drug use, and sexual misconduct. The report was sent electronically to the Board.

I ask the Board's acceptance of the 2024 Annual Security Report.

RG/mf

## **MEMORANDUM**

TO: Board of Trustees

FROM: Ryan Gower

DATE: September 17, 2024

RE: Emergency Response Plans 2024

Pursuant to the Campus Security Enhancement Act of 2008 and Illinois Community College Board (ICCB) Administrative Rules, IECC developed and maintains a National Incident Management System (NIMS) compliant, all-hazards emergency response plan for each of the IECC campuses. The plans outline the campuses' procedures for managing major emergencies and incidents that may threaten the health, safety, and welfare of the campus community or disrupt its programs and activities. The campuses must test their emergency response procedures every year and make record of the trainings within the response plans. The plans, which are reviewed and updated annually, are sent to the Illinois Emergency Management Agency (IEMA) Region 9 Coordinator and the ICCB upon acceptance of the Board of Trustees.

I recommend the Board's acceptance of each of the Emergency Response Plans.

RG/mf

Attachments

# Frontier Community College



## Emergency Response Plan 2024

**Our mission is to deliver exceptional education  
and services to improve the lives of our  
students and to strengthen our communities.**

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## **Frontier Community College Emergency Response Plan Signatory Page**

This plan, in accordance with the provisions of the Illinois Campus Security Enhancement Act of 2008 (P.A. 095-0881; 110 ILCS 12/20) and Illinois Administrative Code Part 305, and compliant with the Illinois Emergency Management Agency Act (20 ILCS 3305) and the National Incident Management System (NIMS), is used as a guideline in specific catastrophic scenarios and in conjunction with Illinois Eastern Community Colleges (IECC) policies, the Violence Prevention Plan and established emergency procedures.

This Emergency Response Plan seeks to clarify the steps that Frontier Community College will take in an emergency that requires a response and/or recovery activities. This plan will be reviewed and revised, as necessary, on an annual basis. As President of Frontier Community College, I affirm my support for the Emergency Response Plan within Illinois Eastern Community Colleges District #529.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Distribution List**

The Emergency Response Plan will be distributed to the campus community and community agencies listed below through email communication to ensure the plan that each member possesses is the most up-to-date version.

### Frontier Community College

- President
- Dean of Instruction
- O & M Team Leader
- Director of Business
- Coordinator of Public Information and Marketing

### Illinois Eastern Community Colleges

- Chancellor
- Chief Financial Officer
- Chief Academic Officer
- Chief Information Officer
- Executive Director of Human Resources
- Associate Dean of Admissions and Records

### Fairfield Police Department

### Fairfield Fire Department

### Wayne County Emergency Management Agency

### Wayne County Sheriff's Office

### Egyptian Behavior Health Office

### Record of Changes

Once the Emergency Response Plan is approved and released, the following procedures should be followed for any changes:

1. An entry will be made on the following log to document the change.
2. The updated Emergency Response Plan will be distributed to the campus community per the Distribution List above.
3. The updated Emergency Response Plan will be posted on Entrata.
4. Outside agencies will be notified as necessary.

<b>Record of Changes Log</b>		
<b>Date</b>	<b>Pages or Sections Changed</b>	<b>Entered By (Print Title/Name)</b>

### Continuity of Administration

In the case of a crisis or emergency situation, the following people, in sequence, will be contacted for decision making purposes.

Name	Title	618-842-5299 Ext. # 618-842-3711	Home/Cell
Jay Edgren	President and Vice Chancellor of Academic Affairs	4001	608-469-8579
Paul Bruinsma	Chief Academic Officer	4005	573-424-8275
Mary Johnston	Director of Business	4111	618-516-7022
Kent Staley	O & M Team Leader	4430	618-838-3376

### Internal Resource List

Name	Title	618-842-5299 Ext. # 618-842-3711
Tara Farleigh	Administrative Assistant to the President	4002
Vacant	Coordinator of Academic Affairs	4006
Tracy Smith	Interim Nursing Coordinator	4530
Julie Bullard	Program Advisor, Nursing	4520

## Other Resource Numbers

Name	Telephone Number
<b>Local/Regional Agencies</b>	911 for emergencies
Fairfield Police Department	618-842-2151
Wayne County Sheriff	618-842-6631
Wayne County Emergency Management Agency	618-842-3884
Fairfield Memorial Hospital	618-842-2611
Wayne County Ambulance Service	618-842-7346
Wayne County Health Department	618-842-5166
Egyptian Behavior Health Office	618-273-3326
<b>State Agencies</b>	911 for emergencies
Illinois State Police – Carmi	618-382-4606
Illinois Emergency Management Agency (Region 9-Flora)	618-662-4474
Illinois Poison Center	800-222-1222
Illinois DHS Family Community Resource Center – Wayne County	618-242-1040
<b>Federal/National Agencies</b>	911 for emergencies
Federal Bureau of Investigation (FBI) Springfield Field Office	217-522-9675
National Response Center (toxic chemicals, oil spills)	800-424-8802

## 1. PURPOSE

This plan outlines operational command, coordination, communication, and control for Frontier Community College (FCC) and those responsible agencies/organizations assisting FCC following an emergency that requires a response and/or recovery activities. Staff from responding agencies/organizations and those with mutual aid agreements are responsible for adhering to operational guidelines established herein.

### 1.1. Intent and Policy

To implement operational guidelines for FCC and other resources activated under the FCC Emergency Response Plan, from the initial incident response to long term recovery. These actions are directed to ensure that students, faculty, staff, visitors, and contractors at FCC and transient populations are provided life-safety and life essential services; the environment is adequately protected; and critical infrastructure is in place to support ongoing operations and public safety. Termination of response and recovery operations is authorized when no imminent life safety or environmental issues are identified.

## 2. SITUATION AND ASSUMPTIONS

### 2.1. Situation

- 2.1.1. An emergency has occurred directly affecting the campuses, facilities, and populations of FCC. Response and recovery actions are necessary for life safety, protection of the environment and critical infrastructure.
- 2.1.2. Individual facilities are implementing emergency procedures for immediate protection of students, faculty, staff, visitors, and contractors at FCC and transient populations.
- 2.1.3. FCC capabilities and resources (personnel, equipment, critical facilities, and supplies) are required to ensure safe and efficient actions are taken.
  - 2.1.3.1. For large scale events and those having multiple jurisdictional authorities, coordination between all levels of government is required. To ensure effective response to these events, FCC will coordinate requests for the activation of Wayne County emergency services through the Wayne County Emergency Management Agency.

### 2.2. Assumptions

- 2.2.1. FCC emergency procedures may adequately address response and short term recovery operations, therefore the FCC's Emergency Response Plan may not be activated.
- 2.2.2. An emergency will occur that directly affects FCC.
- 2.2.3. Off-site assistance will be required to carry out response and short term recovery efforts.

- 2.2.4. Off-site resources may be activated in advance of FCC's request for assistance to conduct life-safety missions, fire suppression, law enforcement activities, emergency medical services, and other immediate public safety actions.
- 2.2.5. Mutual Aid Agreements will be activated to carry out response and short-term recovery efforts.
- 2.2.6. Normal means of communication, transportation, and infrastructure capability will be disrupted in areas within and beyond the immediate affected area(s) of FCC.
- 2.2.7. Students, faculty, staff, visitors, and contractors at FCC and transient populations will require sheltering, evacuation, mass care, and medical assistance.
- 2.2.8. Secondary effects (e.g. fires, dam/levee breaches, hazardous materials spills) as a result of an emergency will create potentially hazardous environments.
- 2.2.9. Available local response capabilities will be exhausted for emergencies and disasters having large numbers of casualties/injuries and damage to buildings, critical facilities, tools/resources, and critical infrastructure.
- 2.2.10. Responding departments/agencies may have a significant reduction in staff able to report to duty due to casualties and damage to infrastructure and communications.
- 2.2.11. Interruptions will occur in water, gas, sewer, pipeline, electrical and communications services.
- 2.2.12. Damage assessment will be critical in determining situational awareness.
- 2.2.13. Economic affects will be broad and long lasting.
- 2.2.14. An emergency may prevent adequate dissemination of public information, warnings, and messaging.

### **3. CONCEPT OF OPERATIONS**

#### **3.1. Notification & Activation**

- 3.1.1. Individual Facility
  - 3.1.1.1. For individual facilities, the FCC President or his/her designee will implement emergency procedures and take actions necessary for immediate life-safety and/or life-saving requirements.
  - 3.1.1.2. Activate staff and faculty necessary to carry out emergency procedures.
  - 3.1.1.3. Notify the Chancellor of Illinois Eastern Community Colleges (IECC).
- 3.1.2. Campus

3.1.2.1. Upon receiving notification of an emergency, the FCC President or his/her designee will notify Operation and Maintenance (O&M) staff and others to take appropriate actions including but not limited to:

3.1.2.1.1. Take appropriate actions for the immediate protection of students, faculty, staff, visitors, contractors at FCC and transient populations in accordance with procedures.

3.1.2.1.2. Report to the established Campus Emergency Operations Center (EOC) or to an alternate location if the established Campus EOC is not usable or safe.

3.1.3. Wayne County Emergency Services

3.1.3.1. Upon receiving notification of an emergency from the Wayne County Emergency Management Agency or Wayne County Officials, FCC will notify O&M and staff to take appropriate actions including but not limited to:

3.1.3.1.1. Take appropriate actions for the immediate protection of students, faculty, staff, visitors, contractors at FCC and transient populations in accordance with procedures.

3.1.3.1.2. Report to the established campus Emergency Operations Center (EOC) or to an alternate location if the established campus EOC is not usable or safe.

3.1.3.1.3. The FCC President or his/her designee will designate a representative to report to, and serve as, the authorized Liaison Officer to Wayne County EOC and/or the Wayne County Emergency Management Agency.

3.1.3.1.4. Report to the Wayne County EOC or to an alternate location specified by the Wayne County Emergency Management Agency.

3.1.4. Regardless of the event origin, location, or duration, the FCC President or his/her designee will notify the Wayne County 911 Communications Center of the situation and request off-site assistance as appropriate.

**3.2. Direction & Control**

3.2.1. Following notification of an emergency/disaster a representative of FCC's O&M department, and/or other staff will be dispatched to the site(s) of the emergency to assist in assessment of the situation and act as an authorized representative in resource prioritization and requests.

3.2.2. FCC will utilize a NIMS compliant structure for all emergency operations, and will participate in Unified Command Operations (UCO).

- 3.2.3. The Emergency Response Plan and annexes will be activated by the FCC President or his/her designee, to ensure proper command, control, communications, and coordination is maintained throughout response and recovery.
- 3.2.4. All activities conducted as a result of activation of the Wayne County EOC will be coordinated and managed using direction and control processes outlined in the Wayne County's Emergency Plan.

### **3.3. Authorities & Limitations**

#### **3.3.1. Authorities**

- 3.3.1.1. Illinois Administrative Code Title 29: Emergency Services, Disasters and Civil Defense.
- 3.3.1.2. Illinois Compiled Statutes, Civil Immunities (745 ILCS 49/) Good Samaritan Act.
- 3.3.1.3. Illinois Compiled Statutes and Illinois Emergency Management Agency Act (20 ILCS 3305).
- 3.3.1.4. Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L.93-288, as amended).
- 3.3.1.5. Wayne County Emergency Plans.
- 3.3.1.6. FCC Emergency Response Plan and emergency procedures.

### **3.4. Resources**

- 3.4.1. FCC resources will be used to the maximum extent possible to effect life-safety and life essential restoration of services.
- 3.4.2. In the event of a large-scale disaster involving multiple jurisdictions, FCC will request additional resources through off-site authorities having enabling jurisdiction.
- 3.4.3. Mutual Aid Agreements will be activated in accordance with standard operating procedures and used to the fullest extent possible throughout an emergency to ensure an optimized allocation of resources is maintained.

### **3.5. Safety**

- 3.5.1. Regardless of the scope and magnitude of an emergency, FCC will conduct operations in accordance with laws, rules, regulations and policy of the State of Illinois, Wayne County, and federal government.

### **3.6. Site Control**

- 3.6.1. Law Enforcement will be provided directly through the Wayne County Sheriff's Department and/or the Fairfield Police Department.
  - 3.6.1.1. As required by event scope, magnitude, and nexus FCC will request additional law enforcement to provide security at all operational and tactical areas, and/or for the conduct of investigatory actions, through the Wayne County 911 Communications Center.
  - 3.6.1.2. Law enforcement related issues and situations will be directed, without hesitation, to the responsible off-site authority through immediate notification of the Wayne County 911 Communications Center.

### **3.7. Victim Handling – Deceased**

- 3.7.1. All examinations, identification, notification of next of kin and other procedures for release of a body or tissue for final disposition, will be governed by provisions of the Wayne County Emergency Plans.

### **3.8. Victim Handling – Injured**

- 3.8.1. Initial response to injuries involving students, faculty, staff, visitors, contractors at FCC and transient populations will be managed within scope of practice and Good Samaritan laws, rules and regulations established by the state and federal government.
  - 3.8.1.1. Medical response and emergencies will be directed, without hesitation, to the responsible offsite authority through immediate notification of the Wayne County 911 Communications Center.

### **3.9. Communications**

- 3.9.1. Communications throughout response and recovery will be conducted in accordance with standard operating procedures.
- 3.9.2. Based on the scope and magnitude of an emergency, and the command and control structure required for response and recovery, communications protocols may be established and implemented by one or more of the following:
  - 3.9.2.1. FCC President or his/her designee.
  - 3.9.2.2. Local Incident Command System/Post.
  - 3.9.2.3. Wayne County EOC and Wayne County Emergency Management Agency

- 3.9.2.3.1. For the purposes of response and recovery, emergencies requiring activation of the Wayne County EOC communications will be conducted in a NIMS compliant manner utilizing clear-text.
  - 3.9.2.3.2. For the purposes of response and recovery, emergencies requiring activation of the Wayne County EOC will utilize frequencies established through the Wayne County Emergency Plans
  - 3.9.2.3.3. For the purposes of response and recovery, emergencies requiring activation of the Wayne County EOC will utilize appropriate communications specific forms.
- 3.9.3. Communications required as a result of implementation of the FCC Emergency Response Plan will be coordinated and managed using established procedures, processes, and policy outlined in Wayne County Emergency Plans for joint operations.

## 4. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

### Annex 1: Direction & Control

#### 1. Purpose

To direct and coordinate emergency response efforts; collaborate with other jurisdictions; and prioritize use of available resources effectively.

#### 2. Situation

- a. An emergency has occurred directly affecting the campuses, facilities and populations of FCC.
- b. The FCC President or his/her designee has activated and/or implemented plans and procedures that require command, control, communications and coordination of both internal and external resources.

#### 3. Assumptions

- a. Individual facilities will implement emergency procedures for the immediate protection of students, faculty, staff, visitors, contractors at FCC and transient populations.
- b. The FCC President or his/her designee will activate command and control elements to establish a unified incident management structure.
- c. For large scale events and those having multiple jurisdictional authorities' integration of FCC staff may be required at locations.

#### 4. Concept of Operations

- a. Overall command of campus emergency operations is the responsibility of the FCC President or his/her designee. The FCC President or designee will direct emergency response measures of all campus response resources, faculty, and staff.
    - i. The decision to implement an emergency action or response plan will be based upon probability or actual occurrence of an emergency threatening the health, safety, and welfare of the campus population and be the sole responsibility of the FCC President or his/her designee.
  - b. Responsibility for emergency and disaster response lies with the lowest governmental jurisdiction involved.
  - c. If an emergency occurs within FCC, and does not extend beyond campus emergency response organizations, the President or his/her designee retains command and control.
    - i. FCC will make use of all normally available campus resources to respond to a disaster. If the campus is incapable of effectively responding to an emergency, or does not have enabling authority for response, outside assistance will be required and requested through the appropriate organization.
  - d. On-site command and control of individual departments will remain with the department heads under the direction of the FCC President or his/her designee.
    - i. The FCC President or his/her designee will provide overall coordination of campus emergency operations.
      - 1. As such, for incidents that do not extend beyond campus emergency response organizations, the FCC President or his/her designee will act as the Incident Commander (IC).
  - e. If an emergency or disaster extends beyond the perimeter of FCC, is external to yet affecting the FCC, or is beyond the legal enabling authorities of FCC, an external IC will be established in accordance with NIMS and the responding jurisdiction's policies.
    - i. For incidents where an off-site jurisdiction has legal enabling authorities, the FCC President or his/her designee will report to the ICP and coordinate response and recovery efforts as appropriate.
  - f. For immediate life safety and medical emergencies campus staff, faculty, contractors, students and visitors are directed to contact 911 or local emergency service providers.
5. Emergency Planning Action Levels
- a. Level 1: An emergency has occurred requiring immediate life safety actions. Facility supervisors and/or department heads have implemented one or more emergency procedures.
  - b. Level 2: An emergency or disaster impacts one or more areas of the campus requiring implementation of multiple emergency procedures and activation of campus response organizations in a limited fashion. Level 2 emergency activations generally require establishment of an Incident Command Post (ICP) and implementation of the FCC

Emergency Response Plan. Response and recovery efforts remain within the authorities and capabilities of campus officials. In some instances off-site authorities (i.e. fire, police, EMS), private sector specialist, and private sector/vendor related services may be required.

- c. Level 3: An emergency may remain localized or part of a larger affected area external to the campus. Level 3 emergencies result in the need for outside resources and assistance. Implementation of the FCC's Emergency Response Plan has occurred.
  - i. In most situations, off-site jurisdictions have established an ICP or Unified Command Post (UCP) requiring the FCC President or his/her designee to report to the ICP and coordinate response and recovery efforts.
  - ii. If activation of the Wayne County EOC occurs, the FCC President or his/her designee will designate a representative to report to, and serve as, the authorized and designated Liaison Officer to the Wayne County EOC and the Wayne County Emergency Management Agency.
- d. Level 4: An emergency has rendered all or portions of campus operations inoperable. Individual facilities may be uninhabitable and life essential services may be unavailable.
  - i. Off-site jurisdictions have established an ICP or UCP requiring the FCC President or his/her designee to report and coordinate response and recovery efforts.
  - ii. If activation of Wayne County Emergency Plans occurs, the FCC President or his/her designee will designate a representative to report to, and serve as, the authorized and designated Liaison Officer to the Wayne County EOC and the Wayne County Emergency Management Agency.
- e. Response organizations, staff and faculty will provide and receive notifications from command staff locations based on the level of emergency declared.
- f. Regardless of the level of response, the FCC President or his/her designee will determine what type of command structure will be utilized and where the FCC's on-scene or campus' command structure will be located.

## 6. Roles and Responsibilities

### a. FCC President or his/her designee

- Receive and analyze disaster intelligence and situational awareness from a variety of sources including staff, faculty and off-site organizations.
- Alert key decision-makers and emergency personnel.
- Implement Emergency Response Plan.
- Establish and direct activation of an ICP and/or EOC.

- Establish and direct activation of a Crisis and Emergency Management Team (CEMT).
  - If activated, designate an authorized representative to deploy to the Wayne County EOC.
  - Establish and maintain contact with off-site organizations.
  - Establish and coordinate jurisdictional policies for the conduct of emergency operations.
  - Activate FCC's Public Information/Warning systems to disseminate messages to students, faculty, staff, visitors, contractors and transient populations.
  - Authorize implementation of Business Continuity Plan (BCP) and Academic Continuity Plan (ACP) to ensure continuation of essential functions only after health, life and safety issues are addressed.
  - Designate a single point of contact for media release from a trained and qualified staff.
- b. Crisis and Emergency Management Team
- Implement emergency communications plan internally and externally with higher, lateral and subordinate response organizations.
  - Implement plans to disseminate emergency alerts and warnings to vulnerable populations.
  - Establish and maintain contact with key decision-makers, emergency personnel, and off-site organizations.
  - Activate the FCC Emergency Operations Center.
  - Notify and alert key decision-makers and emergency personnel of FCC's Emergency Operations Center.
  - Coordinate jurisdictional policies for the conduct of emergency operations.
  - Direct FCC's operations and manage resources.
  - Establish and maintain operations and develop administrative briefings.
  - Coordinate resource prioritization and deployment in support strategic action priorities.
  - Coordinate logistical support for response and recovery.
  - Implement evacuation, shelter and protective action recommendations for students, faculty, staff, visitors, contractors and transient populations.

- Coordinate activation of volunteer resources in support of response and short-term recovery operations.
  - Maintain records of all expenditures for emergency resources utilized/obtained during an emergency.
  - Establish strategic action planning priorities in the following manner to coordinate and manage disaster response and short-term recovery operations.
    - Life-safety;
    - Search and Rescue;
    - Transportation route restoration and services;
    - Implementation and maintenance of site security;
    - Temporary Restoration of Critical Infrastructure (i.e., safety/control systems, telecommunications systems/networks, life essential services);
    - Temporary Health and Welfare (i.e., shelter, food, and medical assistance);
    - Preservation and securing of crime scene evidence or localized areas of interest;
    - Delivery of Critical Incident Stress Debriefing to responders and citizens.
  - Distribute strategic action planning priorities internally and externally with higher, lateral, and subordinate response organizations identifying requirements of potential operating environments and for the development of Incident Action Plan(s) (IAP).
  - Obtain disaster intelligence to determine scope, magnitude and complexity of the incident.
  - Distribute disaster intelligence, safety messaging and critical and priority information requirements to decision-makers and emergency personnel.
  - Implement and/or assist in the implementation of BCP and ACP as necessary.
  - Conduct all operations in accordance with applicable local, state and federal rules, regulations and FCC policies.
- c. Support Departments, Faculty and Staff
- Implement emergency procedures for immediate life safety requirements.
  - Notify FCC's CEMT of emergency procedure implementation.
  - Upon notification and authorization, activate staff necessary for approved missions.
  - Coordinate with response organizations throughout response and short-term recovery operations.
  - Under the direction of FCC's CEMT coordinate and manage activities of staff throughout response and short-term recovery operations.
  - Establish and maintain contact with FCC's CEMT.

- Provide logistical support for response and recovery.
- Maintain records of all expenditures for emergency resources utilized/obtained during an emergency.
- Provide just-in-time training for responding personnel, as appropriate.
- Conduct all operations in accordance with applicable local, state and federal rules, regulations and FCC policies.

## **Annex 2: Communications**

### **1. Purpose**

To support the response to any crisis that may occur by providing timely, accurate information to employees, students, public, media and other audiences, by presenting a consistent response that is supported by open, honest interaction with internal and external audiences, including when appropriate, media, government entities and oversight agencies.

### **2. Situation**

- a. An emergency has occurred directly affecting FCC.
- b. The FCC President or his/her designee has activated and/or implemented plans and procedures for command, control, communications and coordination of both internal and external resources.

### **3. Assumptions**

- a. Interoperable communications will be required for the safe, effective, and expedient use of resources necessary for life safety and protection of the environment and critical infrastructure.
- b. Coordination of communications capabilities is required among and between all organizations having a role in response and recovery.
- c. Alternative means of communication will be required to achieve interoperability, warnings, and notifications to key decision-makers and response personnel.
- d. Alternative means of communication will be required to achieve effective public information, warnings, and messaging for students, faculty, staff, visitors, contractors at FCC and transient populations.

### **4. Concept of Operations**

- a. Communications required as a result of implementation of the FCC Emergency Response Plan will be coordinated and managed using established procedures, processes and policy.
- b. For the purposes of response and recovery, emergencies requiring activation of the Wayne County Emergency Plans, communications will be conducted in a NIMS compliant manner utilizing clear-text.

- c. For the purposes of response and recovery, emergencies requiring activation of the Wayne County Emergency Plans, Wayne County will utilize frequencies established through their communications plan.
- d. For the purposes of response and recovery, emergencies requiring activation of the Wayne County Emergency Plan, Wayne County will utilize appropriate communications specific forms.

## 5. Roles and Responsibilities

### a. FCC President

- Determine status of communications internally and externally to support duties and responsibilities.
- Establish a communications representative to coordinate and manage interoperable communications, systems and networks.
- Coordinate establishment of necessary communication links with internal and external response organizations and resources.
- Collect and record information regarding communications from other activated response organizations; coordinate with all response organizations on communication capabilities/limitations and means necessary to overcome shortfalls.
- Upon activation and integration of response and recovery activities with Wayne County utilize frequencies established through the Wayne County Emergency Plan.

### b. Communications Representative

- Establish communications links with internal and external response organizations and networks.
- Coordinate and manage interoperable communications, systems and networks.
- Determine status of primary and alternate communication systems (public safety radio systems, Local tower repeaters, other non-public safety radio systems, telephone, cellular communications, satellite telephone/radio, internet, commercial broadcast systems, etc.) to assist in the conduct of life safety missions; acquisition of disaster intelligence and damage assessments; and coordination of response and recovery operations.
- Implement communication plans in support of life-safety missions, disaster intelligence and damage assessment, in support of response and recovery operations.
- Maintain awareness and continuously monitor the status of communications internally and externally to support duties and responsibilities.
- Brief the FCC CEMT on the status of communications, systems and networks.

- Determine and implement viable options for achievement of interoperability with all response organizations to overcome shortfalls and sustain capabilities.
- Determine the need for and implement alternative methods of communications to include, but not limited to, the use of amateur radio personnel, mobile communications platforms, car-to-car relays, message runners, etc.
- Upon activation of the Wayne County Emergency Plan, integrate into and/or utilize frequencies established through Wayne County.
- As directed by the FCC President or his/her designee, deploy to the Wayne County EOC for assignment to a unified communications section.

c. All Concerned (ALCON)

- Assess and document the status of communications internally and externally to support duties and responsibilities.
- Brief the FCC President or his/her designee on the status of communications, systems and networks.
- Coordinate with other response organizations on communication interoperability as directed by the FCC President or his/her designee.
- Implement communication plans as directed by the FCC President or his/her designee.

**Annex 3: Warning & Emergency Information** (See Annex 2 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide warning systems and procedures that will be used by response organizations during emergency response and short-term recovery.

2. Roles and Responsibilities

a. FCC President

- Designate a single point of contact for media release from a trained and qualified staff.
- Authorize dissemination of emergency alerts and warnings to students, faculty, staff, visitors, contractors and transient populations.
- Implement procedures for effective operation of systems and capabilities necessary for warning systems and emergency information.
- Direct the dissemination of emergency alerts and warnings material in alternative formats, for the purposes of warning diverse and functional needs populations.

b. FCC Crisis and Emergency Management Team

- Disseminate emergency alerts and warnings to students, faculty, staff, visitors, contractors and transient populations.
- Utilize procedures for implementation of effective operation of systems and capabilities necessary for warning systems and emergency information.
- Coordinate and develop public information materials in alternative formats, for purposes of warning diverse and functional needs populations.
- Coordinate public, warning and emergency information releases with key decision makers and off-site organizations.
- Maintain processes and systems to provide notifications, warnings, and alerts internally and externally to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Coordinate and manage protective action measures and guidance for students, faculty, staff, visitors and contractors and transient populations.
- Authorize and approve notifications, warnings and alerts, internally and externally, to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Establish and maintain rumor control and hot-line assistance processes.

c. Support Departments, Faculty and Staff

- Implement procedures for implementation of effective operation of systems and capabilities necessary for warning systems and emergency information.
- Collect and distribute disaster intelligence in support of public information releases for vulnerable populations.
- Collect and distribute disaster intelligence in support of notifications, warnings and alerts, internally and externally, to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Participate in rumor control and hot-line assistance processes.

**Annex 4: Public Information** (See Annex 2 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide for the effective collection, control and dissemination of emergency public information to minimize confusion, misinformation and rumors during response and short-term recovery operations.

2. Roles and Responsibilities

- a. FCC President or his/her designee

- Develop procedures for dissemination of public information.
- Coordinate and develop public information materials in alternative formats, for purposes of informing functional needs populations.
- Develop and maintain a process to provide public information internally and externally to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Designate a Public Information Officer (PIO) for a single point of contact for media. b. FCC's Public Information Officer
- Coordinate, and distribute information for release from a central contact facility for the media.
- Develop and distribute public information materials in alternative formats, for purposes of warning functional needs populations.
- Develop and distribute public information materials in alternative formats, for purposes of warning diverse populations.
- Coordinate and participate in rumor control and hot-line assistance processes. c. All Concerned (ALCON)
- Obtain and report disaster intelligence in support of public information releases, for vulnerable populations.
- Collect and distribute disaster intelligence in support of public information internally and externally, to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Provide staff and resources in support of public information.
- Participate in rumor control and hot-line assistance processes.

**Annex 5: Intelligence/Situational Awareness** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide intelligence in support of EOC and ICP operations, assist in the development of a common operating picture and to support planning and decision making.

2. Roles and Responsibilities

a. FCC President or his/her designee

- Obtain intelligence to determine scope, magnitude and complexity of the incident.
- Distribute intelligence, critical information requirements, and priority information requirements to all response organizations and Wayne County Emergency Management officials.

- Implement campus-wide damage assessment procedures.
  - Provide critical information, intelligence, and situational awareness updates to all response organizations.
  - Provide for routine updates and briefings to faculty and staff, County and Municipal officials and off-site response organizations.
  - Provide an overall picture of the situation and describe local response actions; a list of unmet needs and resource requirements; strategic priorities and projections of upcoming situations.
- b. All Concerned (ALCON)
- Obtain intelligence to determine scope, magnitude and complexity of the incident.
  - Provide critical information, intelligence and situational awareness updates to FCC's CEMT.
  - Implement campus-wide damage assessment procedures.
  - Staff and maintain resource requirements as directed.

**Annex 6: Evacuation** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide mobilization and coordination of resources in support of an evacuation.

2. Roles and Responsibilities

a. FCC President or his/her designee

- Coordinate evacuation support activities as directed.
- Coordinate the dissemination of public information.
- Establish assembly transportation centers and reception centers for evacuees as directed.
- Establish and maintain a shelter/victim registry.
- Determine designated evacuation routes and assembly points for evacuees in coordination with local, state and federal response resources.
- Determine the effect to campus critical infrastructure and overall capability.
- Coordinate to determine if pre-identified shelters are safe and functional.
- Identify the need for food and potable water at pre-identified shelters.
- Coordinate the acquisition and delivery of food and potable water supplies.

- Coordinate and establish transportation routes to and from shelter facilities.
- Establish and staff approved shelters with available resources in coordination with American Red Cross, Salvation Army and other pre-identified stakeholders.
- Address functional needs population issues.

b. All Concerned (ALCON)

- Provide resources in support of evacuation.

**Annex 7: Mass Care, Shelter and Lock Down in place** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide staffing and operation of emergency mass care shelters to establish and maintain mass care emergency assistance and human services for affected populations requiring temporary relocation/assistance.

2. Roles and Responsibilities

a. FCC President or his/her designee

- Determine the effect to campus critical infrastructure and overall capability to provide mass care and shelter services in coordination with American Red Cross.
- Coordinate with O&M representatives to determine if pre-identified shelters are safe and functional.
- Establish and staff approved shelters with available resources in coordination with American Red Cross, Salvation Army and other pre-identified stakeholders.
- Identify the need for food and potable water at pre-identified shelters.
- Coordinate the acquisition and delivery of food and potable water supplies.
- Determine and establish transportation routes to and from shelter facilities.
- Determine the need for, and identify resources necessary, to provide portable and/or alternate sheltering facilities based on the availability of safe and/or functional pre-identified shelter locations.
- Establish feeding operations (including water, ice and other basic commodities) at designated shelter sites.
- Provide cots, blankets, clothes and personal hygiene items in support of shelter operations.
- Establish and maintain a shelter/victim registry.

- Coordinate the provision of first aid services at shelters and other identified areas of operation.
- Identify functional needs population issues.
- Coordinate crisis-counseling services.
- Coordinate reunification of families separated by the incident in coordination with volunteer and non-profit social service agencies.
- Coordinate companion/service animal sheltering.
- Coordinate the provision of security required for mass care/shelter locations.

b. All Concerned (ALCON)

- Provide disseminate information on mass care/shelter services, food and water distribution, and human-services requirements.
- Provide critical information, disaster intelligence and situational awareness updates.
- Provide resources in support of mass care.

**Annex 8: Public Health & Medical** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide guidance, prioritization, and coordination of resources involved in triage, treatment, and medical evacuation of victims of disasters; to provide public health support in a post-disaster environment; and to provide psychological counseling to local emergency service workers and disaster victims.

2. Roles and Responsibilities

a. FCC President or his/her designee

- Obtain intelligence to determine locations and number of casualties (ambulatory, non-ambulatory, fatalities).
- Obtain critical information requirements including:
  - Conditions at campus facilities;
  - Availability of medical and support staff to continue essential emergency medical and health operations;
  - Immediate equipment or supply concerns;
  - Status of electric/gas power supply and water/sewer services to each facility or location;

- Status of fuel for a generator if facility/location is operating on emergency power;
  - Critical life-safety or life essential resources needed for continued operations at each facility/location;
  - Number of victims at each facility that require immediate transport.
- Coordinate provisions for mass dispensing and/or vaccination to students, faculty and staff in response to a threat or occurrence of infectious and communicable disease.
  - Coordinate with the Illinois Department of Public Health to determine pharmaceutical needs for potential activation of the State of Illinois Stockpile or Strategic National Stockpile Program.
  - Determine status of functional needs populations.
  - Provide mental health/crisis counseling services for victims and emergency responders.
  - Coordinate to determine support requirements for medical services in emergency shelters.
  - Coordinate with the Wayne County Coroner regarding fatality management/mass fatality.
  - Coordinate with the Wayne County Coroner on next of kin notification and family assistance.
- b. All Concerned (ALCON)
- Staff and faculty are directed to call 911 immediately for emergency response or intervention to non-routine situations and emergencies that are beyond the scope, training, capability and/or licensure of an individual.

**Annex 9: Mortuary Service** (See Annex 1 Situation, Assumptions, and Concept & Operations)

FCC does not have enabling authorities to establish Mortuary Services and/or Fatality Management Operations. For the purposes of Mortuary Service FCC will request assistance from law enforcement and the Wayne County Coroner.

As necessary and appropriate, the FCC President or his/her designee will identify staff to assist recognized legal authorities/organizations in:

1. Assistance and coordination efforts specific to family assistance;
2. Establishing and securing FCC facilities necessary for re-unification and family assistance operations;
3. Notifications of next of kin;

4. Coordination and development of public information releases;
5. Crisis stress debriefing and /or counseling services for campus communities.

**Annex 10: Business Continuity** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To sustain or repair FCC's operations during and after a disruption that disables or cripples FCC's technological infrastructure in order to restore operations as quickly as possible with the latest and most up-to-date data available.

2. Scope and Limitations

Business continuity activities and services will be executed only after health, life and safety issues are addressed.

3. Roles and Responsibilities

a. FCC President or his/her designee

- Obtain intelligence to determine what technological operations have been disrupted.
- Once the CEMT has ensured that the campus is a safe working environment and that life, health and safety issues are addressed, establish and direct the activation of a Business Continuity Management Team (BCMT).

b. Business Continuity Management Team

- Obtain intelligence to determine what technological operations have been disrupted.
- Establish and activate manual processes that can be implemented until the technological infrastructure is restored.
- Develop a plan to recover and restore the technical infrastructure to full functionality.
  - Identify the equipment and other items necessary for technological recovery restoration.

**Annex 11: Academic Continuity** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To ensure academic and administrative departments and staff are prepared to continue providing, in a timely manner, critical campus functions in the event a significant disruption or emergency forces campus closure or diminishes access to essential campus resources.

2. Scope and Limitations

Academic continuity activities and services will be executed only after health, life and safety issues are addressed.

### 3. Roles and Responsibilities

#### a. FCC President or his/her designee

- Obtain intelligence to determine what academic services and operations have been disrupted.
- Once the CEMT has ensured that the campus is a safe working environment and that life, health and safety issues are addressed, establish and direct the activation of an Academic Continuity Plan.

#### b. Academic Continuity Plan

Academic Continuity will be addressed through a variety of strategies to address ICCB requirements, accreditation, the academic calendar, course offerings, alternative space, and other academic events that include:

- Regular use of online technologies to support teaching that can be adapted in emergencies to continue teaching for the duration of the disruptive event.
- Administration to work with local entities and other institutions if necessary to provide classrooms and other facilities for teaching.
- Respond in one of the following methods or combination of methods to meet the required number of instruction days required by ICCB:
  - Consider how and if the academic time required for a course can be altered, i.e. can material be condensed and prioritized in the event teaching time is lost.
  - Require faculty to assign extra assignments or engage students through online formats.
  - Consider alternatives for courses with laboratory and clinical requirements such as weekend classes.
  - Consider alternative mode of course delivery:
    - Online/distance education or hybrid course delivery
    - Alternative or flexible course schedule and location
    - Blended courses that can share classroom time
  - Condense or cancel final exam week to allow all classes to meet that week on a regular schedule.
  - Schedule weekend classes or extend the semester schedule as needed.
  - Build emergency days into the academic calendar which can be used for any missed instructional days.

## 5. DEVELOPMENT & MAINTENANCE

5.1. FCC is responsible for developing and maintaining the Emergency Response Plan annually.

5.2. FCC departments have the following responsibilities:

- 5.2.1. Review and maintain department and/or agency information necessary for response and recovery annex current in all aspects;
- 5.2.2. Provide and maintain up-to-date copies of Mutual Aid Agreements; and
- 5.2.3. Provide training and education to staff and Mutual Aid Agreements organizations on plans and procedures for response and recovery.
- 5.2.4. The president is responsible for coordinating emergency drills and the testing/evaluation of emergency notifications and responses.

# Lincoln Trail College



## Emergency Response Plan 2024

**Our mission is to deliver exceptional education  
and services to improve the lives of our  
students and to strengthen our communities.**

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## **Lincoln Trail College Emergency Response Plan Signatory Page**

This plan, in accordance with the provisions of the Illinois Campus Security Enhancement Act of 2008 (P.A. 095-0881; 110 ILCS 12/20) and Illinois Administrative Code Part 305, and compliant with the Illinois Emergency Management Agency Act (20 ILCS 3305/) and the National Incident Management System (NIMS), is used as a guideline in specific catastrophic scenarios and in conjunction with Illinois Eastern Community Colleges (IECC) policies, the Violence Prevention Plan and established emergency procedures.

This Emergency Response Plan seeks to clarify the steps that Lincoln Trail College will take in an emergency that requires a response and/or recovery activities. This plan will be reviewed and revised, as necessary, on an annual basis. As President of Lincoln Trail College, I affirm my support for the Emergency Response Plan within Illinois Eastern Community Colleges District #529.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Distribution List**

The Emergency Response Plan will be distributed to the campus community and community agencies listed below through email communication to ensure the plan that each member possesses is the most up-to-date version.

### Lincoln Trail College

- President
- Dean of Instruction
- O & M Team Leader
- Director of Business
- Coordinator of Public Information and Marketing

### Illinois Eastern Community Colleges

- Chancellor
- Chief Financial Officer
- Chief Academic Officer
- Chief Information Officer
- Executive Director of Human Resources
- Associate Dean of Admissions and Records

### Robinson Police Department

### Robinson Fire Department

### Crawford County Emergency Management Agency

### Crawford County Sheriff's Office

### Record of Changes

Once the Emergency Response Plan is approved and released, the following procedures should be followed for any changes:

1. An entry will be made on the following log to document the change.
2. The updated Emergency Response Plan will be distributed to the campus community per the Distribution List above.
3. The updated Emergency Response Plan will be posted on Entrata.
4. Outside agencies will be notified as necessary.

<b>Record of Changes Log</b>		
<b>Date</b>	<b>Pages or Sections Changed</b>	<b>Entered By (Print Title/Name)</b>

### Continuity of Administration

In the case of a crisis or emergency situation, the following people, in sequence, will be contacted for decision making purposes.

Name	Title	618-544-5299 Ext. # 618-544-8657	Home/Cell
Tona Ambrose	President and Vice Chancellor of Institutional Outreach	1120	616-328-0184
Cynthia Boyce	Dean of Instruction	1112	618-553-4076
Jamie Henry	Director of Business	1142	618-554-2082
Chris Ellington	O & M Team Leader	1353	217-240-0211

### Internal Resource List

Name	Title	618-544-5299 Ext. # 618-544-8657
Jackie Shamhart	Administrative Assistant to the Dean and President	1165
Jandi Cravens	Office Assistant to the Director of Business	1104
Kyrrah Buchanan	Program Advisor, Allied Health	1130

## Other Resource Numbers

Name	Telephone Number
<b>Local/Regional Agencies</b>	911 for emergencies
Robinson City Police	618-544-2217
Crawford County Sheriff	618-546-1515
Crawford County Emergency Management Agency	618-546-5602
Crawford Memorial Hospital	618-544-3131
United Life Care Ambulance Service (Crawford Co.)	618-544-5911
Crawford County Health Department	618-544-8798
<b>State Agencies</b>	911 for emergencies
Illinois State Police – Effingham	217-347-2677
Illinois Emergency Management Agency (Region 9-Flora)	618-662-4475
Illinois Poison Center	800-222-1222
Illinois DHS Family Community Resource Center – Crawford County	618-544-3151
<b>Federal/National Agencies</b>	911 for emergencies
Federal Bureau of Investigation (FBI) Springfield Field Office	217-522-9675
National Response Center (toxic chemicals, oil spills)	800-424-8802

## 1. PURPOSE

This plan outlines operational command, coordination, communication, and control for Lincoln Trail College (LTC) and those responsible agencies/organizations assisting LTC following an emergency that requires a response and/or recovery activities. Staff from responding agencies/organizations and those with mutual aid agreements are responsible for adhering to operational guidelines established herein.

### 1.1. Intent and Policy

To implement operational guidelines for LTC and other resources activated under the LTC Emergency Response Plan, from the initial incident response to long term recovery. These actions are directed to ensure that students, faculty, staff, visitors, and contractors at LTC and transient populations are provided life-safety and life essential services; the environment is adequately protected; and critical infrastructure is in place to support ongoing operations and public safety. Termination of response and recovery operations is authorized when no imminent life safety or environmental issues are identified.

## 2. SITUATION AND ASSUMPTIONS

### 2.1. Situation

- 2.1.1. An emergency has occurred directly affecting the campuses, facilities, and populations of LTC. Response and recovery actions are necessary for life safety, protection of the environment and critical infrastructure.
- 2.1.2. Individual facilities are implementing emergency procedures for immediate protection of students, faculty, staff, visitors and contractors at LTC and transient populations.
- 2.1.3. LTC capabilities and resources (personnel, equipment, critical facilities, and supplies) are required to ensure safe and efficient actions are taken.
  - 2.1.3.1. For large scale events and those having multiple jurisdictional authorities, coordination between all levels of government is required. To ensure effective response to these events, LTC will coordinate requests for the activation of Crawford County emergency services through the Crawford County Emergency Management Agency.

### 2.2. Assumptions

- 2.2.1. LTC emergency procedures may adequately address response and short term recovery operations, therefore the LTC's Emergency Response Plan may not be activated.
- 2.2.2. An emergency will occur that directly affects LTC.
- 2.2.3. Off-site assistance will be required to carry out response and short term recovery efforts.

- 2.2.4. Off-site resources may be activated in advance of LTC's request for assistance to conduct life-safety missions, fire suppression, law enforcement activities, emergency medical services, and other immediate public safety actions.
- 2.2.5. Mutual Aid Agreements will be activated to carry out response and short-term recovery efforts.
- 2.2.6. Normal means of communication, transportation, and infrastructure capability will be disrupted in areas within and beyond the immediate affected area(s) of LTC.
- 2.2.7. Students, faculty, staff, visitors, and contractors at LTC and transient populations will require sheltering, evacuation, mass care, and medical assistance.
- 2.2.8. Secondary effects (e.g. fires, dam/levee breaches, hazardous materials spills) as a result of an emergency will create potentially hazardous environments.
- 2.2.9. Available local response capabilities will be exhausted for emergencies and disasters having large numbers of casualties/injuries and damage to buildings, critical facilities, tools/resources, and critical infrastructure.
- 2.2.10. Responding departments/agencies may have a significant reduction in staff able to report to duty due to casualties and damage to infrastructure and communications.
- 2.2.11. Interruptions will occur in water, gas, sewer, pipeline, electrical and communications services.
- 2.2.12. Damage assessment will be critical in determining situational awareness.
- 2.2.13. Economic affects will be broad and long lasting.
- 2.2.14. An emergency may prevent adequate dissemination of public information, warnings, and messaging.

### **3. CONCEPT OF OPERATIONS**

#### **3.1. Notification & Activation**

- 3.1.1. Individual Facility
  - 3.1.1.1. For individual facilities, the LTC President or his/her designee will implement emergency procedures and take actions necessary for immediate life-safety and/or life-saving requirements.
  - 3.1.1.2. Activate staff and faculty necessary to carry out emergency procedures.
  - 3.1.1.3. Notify the Chancellor of Illinois Eastern Community Colleges (IECC).
- 3.1.2. Campus

- 3.1.2.1. Upon receiving notification of an emergency, the LTC President or his/her designee will notify Operation and Maintenance (O&M) staff and others to take appropriate actions including but not limited to:
  - 3.1.2.1.1. Take appropriate actions for the immediate protection of students, faculty, staff, visitors and contractors at LTC and transient populations in accordance with procedures.
  - 3.1.2.1.2. Report to the established Campus Emergency Operations Center (EOC) or to an alternate location if the established Campus EOC is not usable or safe.

### 3.1.3. Crawford County Emergency Services

- 3.1.3.1. Upon receiving notification of an emergency from the Crawford County Emergency Management Agency or Crawford County Officials, LTC will notify O&M and staff to take appropriate actions including but not limited to:
  - 3.1.3.1.1. Take appropriate actions for the immediate protection of students, faculty, staff, visitors and contractors at LTC and transient populations in accordance with procedures.
  - 3.1.3.1.2. Report to the established campus Emergency Operations Center (EOC) or to an alternate location if the established campus EOC is not usable or safe.
  - 3.1.3.1.3. The LTC President or his/her designee will designate a representative to report to, and serve as, the authorized Liaison Officer to Crawford County EOC and/or the Crawford County Emergency Management Agency.
  - 3.1.3.1.4. Report to the Crawford County EOC or to an alternate location specified by the Crawford County Emergency Management Agency.

- 3.1.4. Regardless of the event origin, location, or duration, the LTC President or his/her designee will notify the Crawford County 911 Communications Center of the situation and request off-site assistance as appropriate.

## 3.2. Direction & Control

- 3.2.1. Following notification of an emergency/disaster a representative of LTC's O&M department, and/or other staff will be dispatched to the site(s) of the emergency to assist in assessment of the situation and act as an authorized representative in resource prioritization and requests.
- 3.2.2. LTC will utilize a NIMS compliant structure for all emergency operations, and will participate in Unified Command Operations (UCO).

- 3.2.3. The Emergency Response Plan and annexes will be activated by the LTC President or his/her designee, to ensure proper command, control, communications and coordination is maintained throughout response and recovery.
- 3.2.4. All activities conducted as a result of activation of the Crawford County EOC will be coordinated and managed using direction and control processes outlined in the Crawford County's Emergency Plan.

### **3.3. Authorities & Limitations**

#### **3.3.1. Authorities**

- 3.3.1.1. Illinois Administrative Code Title 29: Emergency Services, Disasters and Civil Defense
- 3.3.1.2. Illinois Compiled Statutes, Civil Immunities and (745 ILCS 49/) Good Samaritan Act.
- 3.3.1.3. Illinois Compiled Statutes and Illinois Emergency Management Agency Act (20 ILCS 3305).
- 3.3.1.4. Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L.93-288, as amended).
- 3.3.1.5. Crawford County Emergency Plans.
- 3.3.1.6. LTC Emergency Response Plan and emergency procedures.

### **3.4. Resources**

- 3.4.1. LTC resources will be used to the maximum extent possible to effect life-safety and life essential restoration of services.
- 3.4.2. In the event of a large-scale disaster involving multiple jurisdictions, LTC will request additional resources through off-site authorities having enabling jurisdiction.
- 3.4.3. Mutual Aid Agreements will be activated in accordance with standard operating procedures and used to the fullest extent possible throughout an emergency to ensure an optimized allocation of resources is maintained.

### **3.5. Safety**

- 3.5.1. Regardless of the scope and magnitude of an emergency, LTC will conduct operations in accordance with laws, rules, regulations and policy of the State of Illinois, Crawford County, and federal government.

### **3.6. Site Control**

- 3.6.1. Law Enforcement will be provided directly through the Crawford County Sheriff's Department and/or the Robinson Police Department.
  - 3.6.1.1. As required by event scope, magnitude, and nexus LTC will request additional law enforcement to provide security at all operational and tactical areas, and/or for the conduct of investigatory actions, through the Crawford County 911 Communications Center.
  - 3.6.1.2. Law enforcement related issues and situations will be directed, without hesitation, to the responsible off-site authority through immediate notification of the Crawford County 911 Communications Center.

### **3.7. Victim Handling – Deceased**

- 3.7.1. All examinations, identification, notification of next of kin and other procedures for release of a body or tissue for final disposition, will be governed by provisions of the Crawford County Emergency Plans.

### **3.8. Victim Handling – Injured**

- 3.8.1. Initial response to injuries involving students, faculty, staff, visitors, contractors at LTC and transient populations will be managed within scope of practice and Good Samaritan laws, rules and regulations established by the state and federal government.
  - 3.8.1.1. Medical response and emergencies will be directed, without hesitation, to the responsible off-site authority through immediate notification of the Crawford County 911 Communications Center.

### **3.9. Communications**

- 3.9.1. Communications throughout response and recovery will be conducted in accordance with standard operating procedures.
- 3.9.2. Based on the scope and magnitude of an emergency, and the command and control structure required for response and recovery, communications protocols may be established and implemented by one or more of the following:
  - 3.9.2.1. LTC President or his/her designee.
  - 3.9.2.2. Local Incident Command System/Post.
  - 3.9.2.3. Crawford County EOC and Crawford County Emergency Management Agency

- 3.9.2.3.1. For the purposes of response and recovery, emergencies requiring activation of the Crawford County EOC communications will be conducted in a NIMS compliant manner utilizing clear-text.
- 3.9.2.3.2. For the purposes of response and recovery, emergencies requiring activation of the Crawford County EOC will utilize frequencies established through the Crawford County Emergency Plans.
- 3.9.2.3.3. For the purposes of response and recovery, emergencies requiring activation of the Crawford County EOC will utilize appropriate communications specific forms.

3.9.3. Communications required as a result of implementation of the LTC Emergency Response Plan will be coordinated and managed using established procedures, processes, and policy outlined in Crawford County Emergency Plans for joint operations.

## 4. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

### Annex 1: Direction & Control

#### 1. Purpose

To direct and coordinate emergency response efforts; collaborate with other jurisdictions; and prioritize use of available resources effectively.

#### 2. Situation

- a. An emergency has occurred directly affecting the campuses, facilities and populations of LTC.
- b. The LTC President or his/her designee has activated and/or implemented plans and procedures that require command, control, communications and coordination of both internal and external resources.

#### 3. Assumptions

- a. Individual facilities will implement emergency procedures for the immediate protection of students, faculty, staff, visitors, contractors at LTC and transient populations.
- b. The LTC President or his/her designee will activate command and control elements to establish a unified incident management structure.
- c. For large scale events and those having multiple jurisdictional authorities' integration of LTC staff may be required at locations.

#### 4. Concept of Operations

- a. Overall command of campus emergency operations is the responsibility of the LTC President or his/her designee. The LTC President or designee will direct emergency response measures of all campus response resources, faculty, and staff.
    - i. The decision to implement an emergency action or response plan will be based upon probability or actual occurrence of an emergency threatening the health, safety and welfare of the campus population and be the sole responsibility of the LTC President or his/her designee.
  - b. Responsibility for emergency and disaster response lies with the lowest governmental jurisdiction involved.
  - c. If an emergency occurs within LTC, and does not extend beyond campus emergency response organizations, the President or his/her designee retains command and control.
    - i. LTC will make use of all normally available campus resources to respond to a disaster. If the campus is incapable of effectively responding to an emergency, or does not have enabling authority for response, outside assistance will be required and requested through the appropriate organization.
  - d. On-site command and control of individual departments will remain with the department heads under the direction of the LTC President or his/her designee.
    - i. The LTC President or his/her designee will provide overall coordination of campus emergency operations.
      - 1. As such, for incidents that do not extend beyond campus emergency response organizations, the LTC President or his/her designee will act as the Incident Commander (IC).
  - e. If an emergency or disaster extends beyond the perimeter of LTC, is external to yet affecting the LTC, or is beyond the legal enabling authorities of LTC, an external IC will be established in accordance with NIMS and the responding jurisdiction's policies.
    - i. For incidents where an off-site jurisdiction has legal enabling authorities, the LTC President or his/her designee will report to the ICP and coordinate response and recovery efforts as appropriate.
  - f. For immediate life safety and medical emergencies campus staff, faculty, contractors, students and visitors are directed to contact 911 or local emergency service providers.
5. Emergency Planning Action Levels
- a. Level 1: An emergency has occurred requiring immediate life safety actions. Facility supervisors and/or department heads have implemented one or more emergency procedures.
  - b. Level 2: An emergency or disaster impacts one or more areas of the campus requiring implementation of multiple emergency procedures and activation of campus response organizations in a limited fashion. Level 2 emergency activations generally require establishment of an Incident Command Post (ICP) and implementation of the LTC

Emergency Response Plan. Response and recovery efforts remain within the authorities and capabilities of campus officials. In some instances offsite authorities (i.e. fire, police, EMS), private sector specialist, and private sector/vendor related services may be required.

- c. Level 3: An emergency may remain localized or part of a larger affected area external to the campus. Level 3 emergencies result in the need for outside resources and assistance. Implementation of the LTC's Emergency Response Plan has occurred.
  - i. In most situations, off-site jurisdictions have established an ICP or Unified Command Post (UCP) requiring the LTC President or his/her designee to report to the ICP and coordinate response and recovery efforts.
  - ii. If activation of the Crawford County EOC occurs, the LTC President or his/her designee will designate a representative to report to, and serve as, the authorized and designated Liaison Officer to the Crawford County EOC and the Crawford County Emergency Management Agency.
- d. Level 4: An emergency has rendered all or portions of campus operations inoperable. Individual facilities may be uninhabitable and life essential services may be unavailable.
  - i. Off-site jurisdictions have established an ICP or UCP requiring the LTC President or his/her designee to report and coordinate response and recovery efforts.
  - ii. If activation of Crawford County Emergency Plans occurs, the LTC President or his/her designee will designate a representative to report to, and serve as, the authorized and designated Liaison Officer to the Crawford County EOC and the Crawford County Emergency Management Agency.
- e. Response organizations, staff and faculty will provide and receive notifications from command staff locations based on the level of emergency declared.
- f. Regardless of the level of response, the LTC President or his/her designee will determine what type of command structure will be utilized and where the LTC's on-scene or campus' command structure will be located.

## 6. Roles and Responsibilities

- a. LTC President or his/her designee
  - Receive and analyze disaster intelligence and situational awareness from a variety of sources including staff, faculty and off-site organizations.
  - Alert key decision-makers and emergency personnel.
  - Implement Emergency Response Plan.
  - Establish and direct activation of an ICP and/or EOC

- Establish and direct activation of a Crisis and Emergency Management Team (CEMT).
- If activated, designate an authorized representative to deploy to the Crawford County EOC.
- Establish and maintain contact with off-site organizations.
- Establish and coordinate jurisdictional policies for the conduct of emergency operations.
- Activate LTC's Public Information/Warning systems to disseminate messages to students, faculty, staff, visitors, contractors and transient populations.
- Authorize implementation of Business Continuity Plan (BCP) and Academic Continuity Plan (ACP) to ensure continuation of essential functions only after health, life and safety issues are addressed.
- Designate a single point of contact for media release from a trained and qualified staff.

b. Crisis and Emergency Management Team

- Implement emergency communications plan internally and externally with higher, lateral and subordinate response organizations.
- Implement plans to disseminate emergency alerts and warnings to vulnerable populations.
- Establish and maintain contact with key decision-makers, emergency personnel, and off-site organizations.
- Activate the LTC Emergency Operations Center.
- Notify and alert key decision-makers and emergency personnel of LTC's Emergency Operations Center.
- Coordinate jurisdictional policies for the conduct of emergency operations.
- Direct LTC's operations and manage resources.
- Establish and maintain operations and develop administrative briefings.
- Coordinate resource prioritization and deployment in support strategic action priorities.
- Coordinate logistical support for response and recovery.
- Implement evacuation, shelter and protective action recommendations for students, faculty, staff, visitors, contractors and transient populations.

- Coordinate activation of volunteer resources in support of response and short-term recovery operations.
  - Maintain records of all expenditures for emergency resources utilized/obtained during an emergency.
  - Establish strategic action planning priorities in the following manner to coordinate and manage disaster response and short-term recovery operations.
    - Life-safety;
    - Search and Rescue;
    - Transportation route restoration and services;
    - Implementation and maintenance of site security;
    - Temporary Restoration of Critical Infrastructure (i.e., safety/control systems, telecommunications systems/networks, life essential services);
    - Temporary Health and Welfare (i.e., shelter, food, and medical assistance);
    - Preservation and securing of crime scene evidence or localized areas of interest;
    - Delivery of Critical Incident Stress Debriefing to responders and citizens.
  - Distribute strategic action planning priorities internally and externally with higher, lateral, and subordinate response organizations identifying requirements of potential operating environments and for the development of Incident Action Plan(s) (IAP).
  - Obtain disaster intelligence to determine scope, magnitude and complexity of the incident.
  - Distribute disaster intelligence, safety messaging and critical and priority information requirements to decision-makers and emergency personnel.
  - Implement and/or assist in the implementation of BCP and ACP as necessary.
  - Conduct all operations in accordance with applicable local, state and federal rules, regulations and LTC policies.
- c. Support Departments, Faculty and Staff
- Implement emergency procedures for immediate life safety requirements.
  - Notify LTC's CEMT of emergency procedure implementation.
  - Upon notification and authorization, activate staff necessary for approved missions.
  - Coordinate with response organizations throughout response and short-term recovery operations.
  - Under the direction of LTC's CEMT coordinate and manage activities of staff throughout response and short-term recovery operations.
  - Establish and maintain contact with LTC's CEMT.

- Provide logistical support for response and recovery.
- Maintain records of all expenditures for emergency resources utilized/obtained during an emergency.
- Provide just-in-time training for responding personnel, as appropriate.
- Conduct all operations in accordance with applicable local, state and federal rules, regulations and LTC policies.

## **Annex 2: Communications**

### **1. Purpose**

To support the response to any crisis that may occur by providing timely, accurate information to employees, students, public, media and other audiences, by presenting a consistent response that is supported by open, honest interaction with internal and external audiences, including when appropriate, media, government entities and oversight agencies.

### **2. Situation**

- a. An emergency has occurred directly affecting LTC.
- b. The LTC President or his/her designee has activated and/or implemented plans and procedures for command, control, communications and coordination of both internal and external resources.

### **3. Assumptions**

- a. Interoperable communications will be required for the safe, effective, and expedient use of resources necessary for life safety and protection of the environment and critical infrastructure.
- b. Coordination of communications capabilities is required among and between all organizations having a role in response and recovery.
- c. Alternative means of communication will be required to achieve interoperability, warnings, and notifications to key decision-makers and response personnel.
- d. Alternative means of communication will be required to achieve effective public information, warnings and messaging for students, faculty, staff, visitors, contractors at LTC and transient populations.

### **4. Concept of Operations**

- a. Communications required as a result of implementation of the LTC Emergency Response Plan will be coordinated and managed using established procedures, processes and policy.
- b. For the purposes of response and recovery, emergencies requiring activation of the Crawford County Emergency Plans, communications will be conducted in a NIMS compliant manner utilizing clear-text.

- c. For the purposes of response and recovery, emergencies requiring activation of the Crawford County Emergency Plans, Crawford County will utilize frequencies established through their communications plan.
- d. For the purposes of response and recovery, emergencies requiring activation of the Crawford County Emergency Plan, Crawford County will utilize appropriate communications specific forms.

## 5. Roles and Responsibilities

### a. LTC President

- Determine status of communications internally and externally to support duties and responsibilities.
- Establish a communications representative to coordinate and manage interoperable communications, systems and networks.
- Coordinate establishment of necessary communication links with internal and external response organizations and resources.
- Collect and record information regarding communications from other activated response organizations; coordinate with all response organizations on communication capabilities/limitations and means necessary to overcome shortfalls.
- Upon activation and integration of response and recovery activities with Crawford County utilize frequencies established through the Crawford County Emergency Plan.

### b. Communications Representative

- Establish communications links with internal and external response organizations and networks.
- Coordinate and manage interoperable communications, systems and networks
- Determine status of primary and alternate communication systems (public safety radio systems, Local tower repeaters, other non-public safety radio systems, telephone, cellular communications, satellite telephone/radio, internet, commercial broadcast systems, etc.) to assist in the conduct of life safety missions; acquisition of disaster intelligence and damage assessments; and coordination of response and recovery operations.
- Implement communication plans in support of life-safety missions, disaster intelligence and damage assessment, in support of response and recovery operations.
- Maintain awareness and continuously monitor the status of communications internally and externally to support duties and responsibilities.
- Brief the LTC CEMT on the status of communications, systems and networks.

- Determine and implement viable options for achievement of interoperability with all response organizations to overcome shortfalls and sustain capabilities.
- Determine the need for and implement alternative methods of communications to include, but not limited to, the use of amateur radio personnel, mobile communications platforms, car-to-car relays, message runners, etc.
- Upon activation of the Crawford County Emergency Plan, integrate into and/or utilize frequencies established through Crawford County.
- As directed by the LTC President or his/her designee, deploy to the Crawford County EOC for assignment to a unified communications section.

c. All Concerned (ALCON)

- Assess and document the status of communications internally and externally to support duties and responsibilities.
- Brief the LTC President or his/her designee on the status of communications, systems and networks.
- Coordinate with other response organizations on communication interoperability as directed by the LTC President or his/her designee.
- Implement communication plans as directed by the LTC President or his/her designee.

**Annex 3: Warning & Emergency Information** (See Annex 2 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide warning systems and procedures that will be used by response organizations during emergency response and short-term recovery.

2. Roles and Responsibilities

a. LTC President

- Designate a single point of contact for media release from a trained and qualified staff.
- Authorize dissemination of emergency alerts and warnings to students, faculty, staff, visitors, contractors and transient populations.
- Implement procedures for effective operation of systems and capabilities necessary for warning systems and emergency information.
- Direct the dissemination of emergency alerts and warnings material in alternative formats, for the purposes of warning diverse and functional needs populations.

b. LTC Crisis and Emergency Management Team

- Disseminate emergency alerts and warnings to students, faculty, staff, visitors, contractors and transient populations.
- Utilize procedures for implementation of effective operation of systems and capabilities necessary for warning systems and emergency information.
- Coordinate and develop public information materials in alternative formats, for purposes of warning diverse and functional needs populations.
- Coordinate public, warning and emergency information releases with key decision makers and off-site organizations.
- Maintain processes and systems to provide notifications, warnings, and alerts internally and externally to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Coordinate and manage protective action measures and guidance for students, faculty, staff, visitors, contractors and transient populations.
- Authorize and approve notifications, warnings and alerts, internally and externally, to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Establish and maintain rumor control and hot-line assistance processes.

c. Support Departments, Faculty and Staff

- Implement procedures for implementation of effective operation of systems and capabilities necessary for warning systems and emergency information.
- Collect and distribute disaster intelligence in support of public information releases for vulnerable populations.
- Collect and distribute disaster intelligence in support of notifications, warnings and alerts, internally and externally, to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Participate in rumor control and hot-line assistance processes.

**Annex 4: Public Information** (See Annex 2 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide for the effective collection, control and dissemination of emergency public information to minimize confusion, misinformation and rumors during response and short-term recovery operations.

2. Roles and Responsibilities

- a. LTC President or his/her designee

- Develop procedures for dissemination of public information.
- Coordinate and develop public information materials in alternative formats, for purposes of informing functional needs populations.
- Develop and maintain a process to provide public information internally and externally to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Designate a Public Information Officer (PIO) for a single point of contact for media. b.  
LTC Public Information Officer
- Coordinate and distribute information for release from a central contact facility for the media.
- Develop and distribute public information materials in alternative formats, for purposes of warning functional needs populations.
- Develop and distribute public information materials in alternative formats, for purposes of warning diverse populations.
- Coordinate and participate in rumor control and hot-line assistance processes. c. All Concerned (ALCON)
- Obtain and report disaster intelligence in support of public information releases, for vulnerable populations.
- Collect and distribute disaster intelligence in support of public information internally and externally, to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Provide staff and resources in support of public information.
- Participate in rumor control and hot-line assistance processes.

**Annex 5: Intelligence/Situational Awareness** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide intelligence in support of EOC and ICP operations, assist in the development of a common operating picture and to support planning and decision making.

2. Roles and Responsibilities

a. LTC President or his/her designee

- Obtain intelligence to determine scope, magnitude and complexity of the incident.
- Distribute intelligence, critical information requirements, and priority information requirements to all response organizations and Crawford County Emergency Management officials.

- Implement campus-wide damage assessment procedures.
  - Provide critical information, intelligence, and situational awareness updates to all response organizations.
  - Provide for routine updates and briefings to faculty and staff, County and Municipal officials and off-site response organizations.
  - Provide an overall picture of the situation and describe local response actions; a list of unmet needs and resource requirements; strategic priorities and projections of upcoming situations.
- b. All Concerned (ALCON)
- Obtain intelligence to determine scope, magnitude and complexity of the incident.
  - Provide critical information, intelligence and situational awareness updates to LTC's CEMT.
  - Implement campus-wide damage assessment procedures.
  - Staff and maintain resource requirements as directed.

**Annex 6: Evacuation** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide mobilization and coordination of resources in support of an evacuation.

2. Roles and Responsibilities

a. LTC President or his/her designee

- Coordinate evacuation support activities as directed.
- Coordinate the dissemination of public information.
- Establish assembly transportation centers and reception centers for evacuees as directed.
- Establish and maintain a shelter/victim registry.
- Determine designated evacuation routes and assembly points for evacuees in coordination with local, state and federal response resources.
- Determine the effect to campus critical infrastructure and overall capability.
- Coordinate to determine if pre-identified shelters are safe and functional.
- Identify the need for food and potable water at pre-identified shelters.
- Coordinate the acquisition and delivery of food and potable water supplies.

- Coordinate and establish transportation routes to and from shelter facilities.
- Establish and staff approved shelters with available resources in coordination with American Red Cross, Salvation Army and other pre-identified stakeholders.
- Address functional needs population issues.

b. All Concerned (ALCON)

- Provide resources in support of evacuation.

**Annex 7: Mass Care, Shelter and Lock Down in place** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide staffing and operation of emergency mass care shelters to establish and maintain mass care emergency assistance and human services for affected populations requiring temporary relocation/assistance.

2. Roles and Responsibilities

a. LTC President or his/her designee

- Determine the effect to campus critical infrastructure and overall capability to provide mass care and shelter services in coordination with American Red Cross.
- Coordinate with O&M representatives to determine if pre-identified shelters are safe and functional.
- Establish and staff approved shelters with available resources in coordination with American Red Cross, Salvation Army and other pre-identified stakeholders.
- Identify the need for food and potable water at pre-identified shelters.
- Coordinate the acquisition and delivery of food and potable water supplies.
- Determine and establish transportation routes to and from shelter facilities.
- Determine the need for, and identify resources necessary, to provide portable and/or alternate sheltering facilities based on the availability of safe and/or functional pre-identified shelter locations.
- Establish feeding operations (including water, ice and other basic commodities) at designated shelter sites.
- Provide cots, blankets, clothes and personal hygiene items in support of shelter operations.
- Establish and maintain a shelter/victim registry.

- Coordinate the provision of first aid services at shelters and other identified areas of operation.
- Identify functional needs population issues.
- Coordinate crisis-counseling services.
- Coordinate reunification of families separated by the incident in coordination with volunteer and non-profit social service agencies.
- Coordinate companion/service animal sheltering.
- Coordinate the provision of security required for mass care/shelter locations.

b. All Concerned (ALCON)

- Provide disseminate information on mass care/shelter services, food and water distribution, and human-services requirements.
- Provide critical information, disaster intelligence and situational awareness updates.
- Provide resources in support of mass care.

**Annex 8: Public Health & Medical** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide guidance, prioritization, and coordination of resources involved in triage, treatment, and medical evacuation of victims of disasters; to provide public health support in a post-disaster environment; and to provide psychological counseling to local emergency service workers and disaster victims.

2. Roles and Responsibilities

a. LTC President or his/her designee

- Obtain intelligence to determine locations and number of casualties (ambulatory, non-ambulatory, fatalities).
- Obtain critical information requirements including:
  - Conditions at campus facilities;
  - Availability of medical and support staff to continue essential emergency medical and health operations;
  - Immediate equipment or supply concerns;
  - Status of electric/gas power supply and water/sewer services to each facility or location;

- Status of fuel for a generator if facility/location is operating on emergency power;
  - Critical life-safety or life essential resources needed for continued operations at each facility/location;
  - Number of victims at each facility that require immediate transport.
- Coordinate provisions for mass dispensing and/or vaccination to students, faculty and staff in response to a threat or occurrence of infectious and communicable disease.
  - Coordinate with the Illinois Department of Public Health to determine pharmaceutical needs for potential activation of the State of Illinois Stockpile or Strategic National Stockpile Program.
  - Determine status of functional needs populations.
  - Provide mental health/crisis counseling services for victims and emergency responders.
  - Coordinate to determine support requirements for medical services in emergency shelters.
  - Coordinate with the Crawford County Coroner regarding fatality management/mass fatality.
  - Coordinate with the Crawford County Coroner on next of kin notification and family assistance.

b. All Concerned (ALCON)

- Staff and faculty are directed to call 911 immediately for emergency response or intervention to non-routine situations and emergencies that are beyond the scope, training, capability and/or licensure of an individual.

**Annex 9: Mortuary Service** (See Annex 1 Situation, Assumptions, and Concept & Operations)

LTC does not have enabling authorities to establish Mortuary Services and/or Fatality Management Operations. For the purposes of Mortuary Service LTC will request assistance from law enforcement and the Crawford County Coroner.

As necessary and appropriate, the LTC President or his/her designee will identify staff to assist recognized legal authorities/organizations in:

1. Assistance and coordination efforts specific to family assistance;
2. Establishing and securing LTC facilities necessary for re-unification and family assistance operations;
3. Notifications of next of kin;

4. Coordination and development of public information releases;
5. Crisis stress debriefing and /or counseling services for campus communities.

**Annex 10: Business Continuity** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To sustain or repair LTC's operations during and after a disruption that disables or cripples LTC's technological infrastructure in order to restore operations as quickly as possible with the latest and most up-to-date data available.

2. Scope and Limitations

Business continuity activities and services will be executed only after health, life and safety issues are addressed.

3. Roles and Responsibilities

a. LTC President or his/her designee

- Obtain intelligence to determine what technological operations have been disrupted.
- Once the CEMT has ensured that the campus is a safe working environment and that life, health and safety issues are addressed, establish and direct the activation of a Business Continuity Management Team (BCMT).

b. Business Continuity Management Team

- Obtain intelligence to determine what technological operations have been disrupted.
- Establish and activate manual processes that can be implemented until the technological infrastructure is restored.
- Develop a plan to recover and restore the technical infrastructure to full functionality.
- Identify the equipment and other items necessary for technological recovery restoration.

**Annex 11: Academic Continuity** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To ensure academic and administrative departments and staff are prepared to continue providing, in a timely manner, critical campus functions in the event a significant disruption or emergency forces campus closure or diminishes access to essential campus resources.

2. Scope and Limitations

Academic continuity activities and services will be executed only after health, life and safety issues are addressed.

### 3. Roles and Responsibilities

#### a. LTC President or his/her designee

- Obtain intelligence to determine what academic services and operations have been disrupted.
- Once the CEMT has ensured that the campus is a safe working environment and that life, health and safety issues are addressed, establish and direct the activation of an Academic Continuity Plan.

#### b. Academic Continuity Plan

Academic Continuity will be addressed through a variety of strategies to address ICCB requirements, accreditation, the academic calendar, course offerings, alternative space, and other academic events that include:

- Regular use of online technologies to support teaching that can be adapted in emergencies to continue teaching for the duration of the disruptive event.
- Administration to work with local entities and other institutions if necessary to provide classrooms and other facilities for teaching.
- Respond in one of the following methods or combination of methods to meet the required number of instruction days required by ICCB:
  - Consider how and if the academic time required for a course can be altered, i.e. can material be condensed and prioritized in the event teaching time is lost.
  - Require faculty to assign extra assignments or engage students through online formats.
  - Consider alternatives for courses with laboratory and clinical requirements such as weekend classes.
  - Consider alternative mode of course delivery:
    - Online/distance education or hybrid course delivery
    - Alternative or flexible course schedule and location
    - Blended courses that can share classroom time
  - Condense or cancel final exam week to allow all classes to meet that week on a regular schedule.
  - Schedule weekend classes or extend the semester schedule as needed.
  - Build emergency days into the academic calendar which can be used for any missed instructional days.

## 5. DEVELOPMENT & MAINTENANCE

- 5.1. LTC is responsible for developing and maintaining the Emergency Response Plan annually.
- 5.2. LTC departments have the following responsibilities:

- 5.2.1. Review and maintain department and/or agency information necessary for response and recovery annex current in all aspects;
- 5.2.2. Provide and maintain up-to-date copies of Mutual Aid Agreements; and
- 5.2.3. Provide training and education to staff and Mutual Aid Agreements organizations on plans and procedures for response and recovery.
- 5.2.4. The president is responsible for coordinating emergency drills and the testing/evaluation of emergency notifications and responses.

# Olney Central College



## Emergency Response Plan 2024

**Our mission is to deliver exceptional education  
and services to improve the lives of our  
students and to strengthen our communities.**

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## **Olney Central College Emergency Response Plan Signatory Page**

This plan, in accordance with the provisions of the Illinois Campus Security Enhancement Act of 2008 (P.A. 095-0881; 110 ILCS 12/20) and Illinois Administrative Code Part 305, and compliant with the Illinois Emergency Management Agency Act (20 ILCS 3305/) and the National Incident Management System (NIMS), is used as a guideline in specific catastrophic scenarios and in conjunction with Illinois Eastern Community Colleges (IECC) policies, the Violence Prevention Plan and established emergency procedures.

This Emergency Response Plan seeks to clarify the steps that Olney Central College will take in an emergency that requires a response and/or recovery activities. This plan will be reviewed and revised, as necessary, on an annual basis. As President of Olney College, I affirm my support for the Emergency Response Plan within Illinois Eastern Community Colleges District #529.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Distribution List**

The Emergency Response Plan will be distributed to the campus community and community agencies listed below through email communication to ensure the plan that each member possesses is the most up-to-date version.

### **Olney Central College**

- President
- Associate Dean of Instruction
- O & M Team Leader
- Director of Business
- Coordinator of Public Information and Marketing
- Director of Learning Commons

### **Illinois Eastern Community Colleges**

- Chancellor
- Chief Financial Officer
- Chief Academic Officer
- Chief Information Officer
- Executive Director of Human Resources
- Associate Dean of Admissions and Records

Olney Police Department

Olney Fire Department

Richland County Emergency Management Agency

Richland County Sheriff's Office

### Record of Changes

Once the Emergency Response Plan is approved and released, the following procedures should be followed for any changes:

1. An entry will be made on the following log to document the change.
2. The updated Emergency Response Plan will be distributed to the campus community per the Distribution List above.
3. The updated Emergency Response Plan will be posted on Entrata.
4. Outside agencies will be notified as necessary.

<b>Record of Changes Log</b>		
<b>Date</b>	<b>Pages or Sections Changed</b>	<b>Entered By (Print Title/Name)</b>

### Continuity of Administration

In the case of a crisis or emergency situation, the following people, in sequence, will be contacted for decision making purposes.

<b>Name</b>	<b>Title</b>	<b>618-392-5299 Ext. # 618-395-7777</b>	<b>Home/Cell</b>
Chris Simpson	President and Vice Chancellor of Business Operations	2001	618-302-1021
Amy Tarr	Associate Dean of Instruction	2002	618-553-2959
Doug Shipman	Director of Business	2006	618-392-4716
Dan Brant	O&M Team Leader	2020	618-599-7303

### Internal Resource List

<b>Name</b>	<b>Title</b>	<b>618-392-5299 Ext. # 618-395-7777</b>
Lynne Welker	Administrative Assistant to the President	2003
Annie Matthews	Administrative Assistant to the Dean of Instruction	2004
Kim Wilson	Office Assistant, Business Office	2007
Tiffany Starwalt	Student Services Specialist	2010

## Other Resource Numbers

Name	Telephone Number
<b>Local/Regional Agencies</b>	911 for emergencies
Olney Police Department	618-395-8481
Richland County Sheriff	618-395-7481 or 618-393-2921
Richland County Emergency Services & Disaster Agency	618-395-4810 or 618-393-2921
Carle Richland Memorial Hospital	618-395-2131
Carle Richland Memorial Ambulance Service	618-395-4326
<b>State Agencies</b>	911 for emergencies
Illinois State Police – Carmi (Emergency)	618-382-1911
Illinois State Police – Carmi (Non-emergency)	618-382-4606
Illinois State Police – Effingham (Emergency)	217-347-2677
Illinois State Police – Effingham (Non-emergency)	217-347-2711
Illinois Emergency Management Agency (Region 9-Flora)	618-662-4474
Illinois Poison Center	800-222-1222
<b>Federal/National Agencies</b>	911 for emergencies
Federal Bureau of Investigation (FBI) Marion Field Office	618-997-6847
National Response Center (toxic chemicals, oil spills)	800-424-8802

## 1. PURPOSE

This plan outlines operational command, coordination, communication, and control for Olney Central College (OCC) and those responsible agencies/organizations assisting OCC following an emergency that requires a response and/or recovery activities. Staff from responding agencies/organizations and those with mutual aid agreements are responsible for adhering to operational guidelines established herein.

### 1.1. Intent and Policy

To implement operational guidelines for OCC and other resources activated under the OCC Emergency Response Plan, from the initial incident response to long term recovery. These actions are directed to ensure that students, faculty, staff, visitors, and contractors at OCC and transient populations are provided life-safety and life essential services; the environment is adequately protected; and critical infrastructure is in place to support ongoing operations and public safety. Termination of response and recovery operations is authorized when no imminent life safety or environmental issues are identified.

## 2. SITUATION AND ASSUMPTIONS

### 2.1. Situation

- 2.1.1. An emergency has occurred directly affecting the campuses, facilities, and populations of OCC. Response and recovery actions are necessary for life safety, protection of the environment and critical infrastructure.
- 2.1.2. Individual facilities are implementing emergency procedures for immediate protection of students, faculty, staff, visitors and contractors at OCC and transient populations.
- 2.1.3. OCC capabilities and resources (personnel, equipment, critical facilities, and supplies) are required to ensure safe and efficient actions are taken.
  - 2.1.3.1. For large scale events and those having multiple jurisdictional authorities, coordination between all levels of government is required. To ensure effective response to these events, OCC will coordinate requests for the activation of Richland County emergency services through the Richland County Emergency Management Agency.

### 2.2 Assumptions

- 2.2.1. OCC emergency procedures may adequately address response and short-term recovery operations; therefore, the OCC's Emergency Response Plan may not be activated.
- 2.2.2. An emergency will occur that directly affects OCC.
- 2.2.3. Off-site assistance will be required to carry out response and short-term recovery efforts.

- 2.2.4. Off-site resources may be activated in advance of OCC's request for assistance to conduct life-safety missions, fire suppression, law enforcement activities, emergency medical services, and other immediate public safety actions.
- 2.2.5. Mutual Aid Agreements will be activated to carry out response and short-term recovery efforts.
- 2.2.6. Normal means of communication, transportation, and infrastructure capability will be disrupted in areas within and beyond the immediate affected area(s) of OCC.
- 2.2.7. Students, faculty, staff, visitors, and contractors at OCC and transient populations will require sheltering, evacuation, mass care, and medical assistance.
- 2.2.8. Secondary effects (e.g., fires, dam/levee breaches, hazardous materials spills) as a result of an emergency will create potentially hazardous environments.
- 2.2.9. Available local response capabilities will be exhausted for emergencies and disasters having large numbers of casualties/injuries and damage to buildings, critical facilities, tools/resources, and critical infrastructure.
- 2.2.10. Responding departments/agencies may have a significant reduction in staff able to report to duty due to casualties and damage to infrastructure and communications.
- 2.2.11. Interruptions will occur in water, gas, sewer, pipeline, electrical and communications services.
- 2.2.12. Damage assessment will be critical in determining situational awareness.
- 2.2.13. Economic affects will be broad and long lasting.
- 2.2.14. An emergency may prevent adequate dissemination of public information, warnings, and messaging.

### **3. CONCEPT OF OPERATIONS**

#### **3.1. Notification & Activation**

- 3.1.1. Individual Facility
  - 3.1.1.1. For individual facilities, the OCC President or his/her designee will implement emergency procedures and take actions necessary for immediate life-safety and/or life-saving requirements.
  - 3.1.1.2. Activate staff and faculty necessary to carry out emergency procedures.
  - 3.1.1.3. Notify the Chancellor of Illinois Eastern Community Colleges (IECC).
- 3.1.2. Campus

3.1.2.1. Upon receiving notification of an emergency, the OCC President or his/her designee will notify Operation and Maintenance (O&M) staff and others to take appropriate actions including but not limited to:

3.1.2.1.1. Take appropriate actions for the immediate protection of students, faculty, staff, visitors, contractors at OCC and transient populations in accordance with procedures.

3.1.2.1.2. Report to the established Campus Emergency Operations Center (EOC) or to an alternate location if the established Campus EOC is not usable or safe.

3.1.3. Richland County Emergency Services

3.1.3.1. Upon receiving notification of an emergency from the Richland County Emergency Management Agency or Richland County Officials, OCC will notify O&M and staff to take appropriate actions including but not limited to:

3.1.3.1.1. Take appropriate actions for the immediate protection of students, faculty, staff, visitors, contractors at OCC and transient populations in accordance with procedures.

3.1.3.1.2. Report to the established campus Emergency Operations Center (EOC) or to an alternate location if the established campus EOC is not usable or safe.

3.1.3.1.3. The OCC President or his/her designee will designate a representative to report to, and serve as, the authorized Liaison Officer to Richland County EOC and/or the Richland County Emergency Management Agency.

3.1.3.1.4. Report to the Richland County EOC or to an alternate location specified by the Richland County Emergency Management Agency.

3.1.4. Regardless of the event origin, location, or duration, the OCC President or his/her designee will notify the Richland County 911 Communications Center of the situation and request off-site assistance as appropriate.

**3.2. Direction & Control**

3.2.1. Following notification of an emergency/disaster a representative of OCC's O&M department, and/or other staff will be dispatched to the site(s) of the emergency to assist in assessment of the situation and act as an authorized representative in resource prioritization and requests.

3.2.2. OCC will utilize a NIMS compliant structure for all emergency operations, and will participate in Unified Command Operations (UCO).

- 3.2.3. The Emergency Response Plan and annexes will be activated by the OCC President or his/her designee, to ensure proper command, control, communications, and coordination is maintained throughout response and recovery.
- 3.2.4. All activities conducted as a result of activation of the Richland County EOC will be coordinated and managed using direction and control processes outlined in the Richland County's Emergency Plan.

### **3.3. Authorities & Limitations**

#### **3.3.1. Authorities**

- 3.3.1.1. Illinois Administrative Code Title 29: Emergency Services, Disasters and Civil Defense; [PART 305 ALL HAZARDS CAMPUS EMERGENCY PLAN AND VIOLENCE PREVENTION PLAN : Sections Listing \(ilga.gov\)](#)
- 3.3.1.2. Illinois Compiled Statutes, Civil Immunities and (745 ILCS 49) Good Samaritan Act; [Illinois Compiled Statutes | 745 ILCS 49/ Good Samaritan Act | Casetext](#)
- 3.3.1.3. Illinois Compiled Statutes and Illinois Emergency Management Agency Act (20 ILCS 3305); [20 ILCS 3305 Illinois Emergency Management Agency Act. \(insct.org\)](#)
- 3.3.1.4. Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L.93-288, as amended); [Stafford Act | FEMA.gov](#)
- 3.3.1.5. Richland County Emergency Plans;
- 3.3.1.6. OCC Emergency Response Plan and emergency procedures.

### **3.4. Resources**

- 3.4.1. OCC resources will be used to the maximum extent possible to effect life-safety and life essential restoration of services.
- 3.4.2. In the event of a large-scale disaster involving multiple jurisdictions, OCC will request additional resources through off-site authorities having enabling jurisdiction.
- 3.4.3. Mutual Aid Agreements will be activated in accordance with standard operating procedures and used to the fullest extent possible throughout an emergency to ensure an optimized allocation of resources is maintained.

### **3.5. Safety**

- 3.5.1. Regardless of the scope and magnitude of an emergency, OCC will conduct operations in accordance with laws, rules, regulations and policy of the State of Illinois, Richland County, and federal government.

### **3.6. Site Control**

- 3.6.1. Law Enforcement will be provided directly through the Illinois State Police, Federal Law Enforcement Agencies and/or the Olney Police Department.
  - 3.6.1.1. As required by event scope, magnitude, and nexus OCC will request additional law enforcement to provide security at all operational and tactical areas, and/or for the conduct of investigatory actions, through the Richland County 911 Communications Center.
  - 3.6.1.2. Law enforcement related issues and situations will be directed, without hesitation, to the responsible off-site authority through immediate notification of the Richland County 911 Communications Center.

### **3.7. Victim Handling – Deceased**

- 3.7.1. All examinations, identification, notification of next of kin and other procedures for release of a body or tissue for final disposition, will be governed by provisions of the Richland County Emergency Plans.

### **3.8. Victim Handling – Injured**

- 3.8.1. Initial response to injuries involving students, faculty, staff, visitors, contractors at OCC and transient populations will be managed within scope of practice and Good Samaritan laws, rules, and regulations established by the state and federal government.
  - 3.8.1.1. Medical response and emergencies will be directed, without hesitation, to the responsible off-site authority through immediate notification of the Richland County 911 Communications Center.

### **3.9. Communications**

- 3.9.1. Communications throughout response and recovery will be conducted in accordance with standard operating procedures.
- 3.9.2. Based on the scope and magnitude of an emergency, and the command-and-control structure required for response and recovery, communications protocols may be established and implemented by one or more of the following:
  - 3.9.2.1. OCC President or his/her designee.
  - 3.9.2.2. Local Incident Command System/Post

3.9.2.3. Richland County EOC and Richland County Emergency Management Agency.

3.9.2.3.1. For the purposes of response and recovery, emergencies requiring activation of the Richland County EOC communications will be conducted in a NIMS compliant manner utilizing clear-text.

3.9.2.3.2. For the purposes of response and recovery, emergencies requiring activation of the Richland County EOC will utilize frequencies established through the Richland County Emergency Plans.

3.9.2.3.3. For the purposes of response and recovery, emergencies requiring activation of the Richland County EOC will utilize appropriate communications specific forms.

3.9.3. Communications required as a result of implementation of the OCC Emergency Response Plan will be coordinated and managed using established procedures, processes, and policy outlined in Richland County Emergency Plans for joint operations.

## 4. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

### Annex 1: Direction & Control

#### 1. Purpose

To direct and coordinate emergency response efforts; collaborate with other jurisdictions; and prioritize use of available resources effectively.

#### 2. Situation

- a. An emergency has occurred directly affecting the campuses, facilities and populations of OCC.
- b. The OCC President or his/her designee has activated and/or implemented plans and procedures that require command, control, communications, and coordination of both internal and external resources.

#### 3. Assumptions

- a. Individual facilities will implement emergency procedures for the immediate protection of students, faculty, staff, visitors, contractors at OCC and transient populations.
- b. The OCC President or his/her designee will activate command and control elements to establish a unified incident management structure.

- c. For large scale events and those having multiple jurisdictional authorities' integration of OCC staff may be required at locations.

#### 4. Concept of Operations

- a. Overall command of campus emergency operations is the responsibility of the OCC President or his/her designee. The OCC President or designee will direct emergency response measures of all campus response resources, faculty, and staff.
  - i. The decision to implement an emergency action or response plan will be based upon probability or actual occurrence of an emergency threatening the health, safety and welfare of the campus population and be the sole responsibility of the OCC President or his/her designee.
- b. Responsibility for emergency and disaster response lies with the lowest governmental jurisdiction involved.
- c. If an emergency occurs within OCC, and does not extend beyond campus emergency response organizations, the President or his/her designee retains command and control.
  - i. OCC will make use of all normally available campus resources to respond to a disaster. If the campus is incapable of effectively responding to an emergency, or does not have enabling authority for response, outside assistance will be required and requested through the appropriate organization.
- d. On-site command and control of individual departments will remain with the department heads under the direction of the OCC President or his/her designee.
  - i. The OCC President or his/her designee will provide overall coordination of campus emergency operations.
    - 1. As such, for incidents that do not extend beyond campus emergency response organizations, the OCC President or his/her designee will act as the Incident Commander (IC).
- e. If an emergency or disaster extends beyond the perimeter of OCC, is external to yet affecting the OCC, or is beyond the legal enabling authorities of OCC, an external IC will be established in accordance with NIMS and the responding jurisdiction's policies.
  - i. For incidents where an off-site jurisdiction has legal enabling authorities, the OCC President or his/her designee will report to the ICP and coordinate response and recovery efforts as appropriate.
- f. For immediate life safety and medical emergencies campus staff, faculty, contractors, students and visitors are directed to contact 911 or local emergency service providers.

#### 5. Emergency Planning Action Levels

- a. Level 1: An emergency has occurred requiring immediate life safety actions. Facility supervisors and/or department heads have implemented one or more emergency procedures.

- b. Level 2: An emergency or disaster impacts one or more areas of the campus requiring implementation of multiple emergency procedures and activation of campus response organizations in a limited fashion. Level 2 emergency activations generally require establishment of an Incident Command Post (ICP) and implementation of the OCC Emergency Response Plan. Response and recovery efforts remain within the authorities and capabilities of campus officials. In some instances off-site authorities (i.e. fire, police, EMS), private sector specialist, and private sector/vendor related services may be required.
- c. Level 3: An emergency may remain localized or part of a larger affected area external to the campus. Level 3 emergencies result in the need for outside resources and assistance. Implementation of the OCC's Emergency Response Plan has occurred.
  - i. In most situations, off-site jurisdictions have established an ICP or Unified Command Post (UCP) requiring the OCC President or his/her designee to report to the ICP and coordinate response and recovery efforts.
  - ii. If activation of the Richland County EOC occurs, the OCC President or his/her designee will designate a representative to report to, and serve as, the authorized and designated Liaison Officer to the Richland County EOC and the Richland County Emergency Management Agency.
- d. Level 4: An emergency has rendered all or portions of campus operations inoperable. Individual facilities may be uninhabitable, and life essential services may be unavailable.
  - i. Off-site jurisdictions have established an ICP or UCP requiring the OCC President or his/her designee to report and coordinate response and recovery efforts.
  - ii. If activation of Richland County Emergency Plans occur, the OCC President or his/her designee will designate a representative to report to, and serve as, the authorized and designated Liaison Officer to the Richland County EOC and the Richland County Emergency Management Agency.
- e. Response organizations, staff and faculty will provide and receive notifications from command staff locations based on the level of emergency declared.
- f. Regardless of the level of response, the OCC President or his/her designee will determine what type of command structure will be utilized and where the OCC's on-scene or campus' command structure will be located.

## 6. Roles and Responsibilities

### a. OCC President or his/her designee

- Receive and analyze disaster intelligence and situational awareness from a variety of sources including staff, faculty and off-site organizations.
- Alert key decision-makers and emergency personnel.

- Implement Emergency Response Plan.
- Establish and direct activation of an ICP and/or EOC
- Establish and direct activation of a Crisis and Emergency Management Team (CEMT).
- If activated, designate an authorized representative to deploy to the Richland County EOC.
- Establish and maintain contact with off-site organizations.
- Establish and coordinate jurisdictional policies for the conduct of emergency operations.
- Activate OCC's Public Information/Warning systems to disseminate messages to students, faculty, staff, visitors, contractors and transient populations.
- Authorize implementation of Business Continuity Plan (BCP) and Academic Continuity Plan (ACP) to ensure continuation of essential functions only after health, life and safety issues are addressed.
- Designate a single point of contact for media release from a trained and qualified staff.

b. Crisis and Emergency Management Team

- Implement emergency communications plan internally and externally with higher, lateral and subordinate response organizations.
- Implement plans to disseminate emergency alerts and warnings to vulnerable populations.
- Establish and maintain contact with key decision-makers, emergency personnel, and off-site organizations.
- Activate the OCC Emergency Operations Center.
- Notify and alert key decision-makers and emergency personnel of OCC's Emergency Operations Center.
- Coordinate jurisdictional policies for the conduct of emergency operations.
- Direct OCC's operations and manage resources.
- Establish and maintain operations and develop administrative briefings.
- Coordinate resource prioritization and deployment in support strategic action priorities.
- Coordinate logistical support for response and recovery.

- Implement evacuation, shelter and protective action recommendations for students, faculty, staff, visitors, contractors and transient populations.
  - Coordinate activation of volunteer resources in support of response and short-term recovery operations.
  - Maintain records of all expenditures for emergency resources utilized/obtained during an emergency.
  - Establish strategic action planning priorities in the following manner to coordinate and manage disaster response and short-term recovery operations.
    - Life-safety;
    - Search and Rescue;
    - Transportation route restoration and services;
    - Implementation and maintenance of site security;
    - Temporary Restoration of Critical Infrastructure (i.e., safety/control systems, telecommunications systems/networks, life essential services);
    - Temporary Health and Welfare (i.e., shelter, food, and medical assistance);
    - Preservation and securing of crime scene evidence or localized areas of interest;
    - Delivery of Critical Incident Stress Debriefing to responders and citizens.
  - Distribute strategic action planning priorities internally and externally with higher, lateral, and subordinate response organizations identifying requirements of potential operating environments and for the development of Incident Action Plan(s) (IAP).
  - Obtain disaster intelligence to determine scope, magnitude and complexity of the incident.
  - Distribute disaster intelligence, safety messaging and critical and priority information requirements to decision-makers and emergency personnel.
  - Implement and/or assist in the implementation of BCP and ACP as necessary.
  - Conduct all operations in accordance with applicable local, state and federal rules, regulations and OCC policies.
- c. Support Departments, Faculty and Staff
- Implement emergency procedures for immediate life safety requirements.
  - Notify OCC's CEMT of emergency procedure implementation.
  - Upon notification and authorization, activate staff necessary for approved missions.
  - Coordinate with response organizations throughout response and short-term recovery operations.
  - Under the direction of OCC's CEMT coordinate and manage activities of staff throughout response and short-term recovery operations.

- Establish and maintain contact with OCC's CEMT.
- Provide logistical support for response and recovery.
- Maintain records of all expenditures for emergency resources utilized/obtained during an emergency.
- Provide just-in-time training for responding personnel, as appropriate.
- Conduct all operations in accordance with applicable local, state and federal rules, regulations and OCC policies.

## **Annex 2: Communications**

### 1. Purpose

To support the response to any crisis that may occur by providing timely, accurate information to employees, students, public, media and other audiences, by presenting a consistent response that is supported by open, honest interaction with internal and external audiences, including when appropriate, media, government entities and oversight agencies.

### 2. Situation

- a. An emergency has occurred directly affecting OCC.
- b. The OCC President or his/her designee has activated and/or implemented plans and procedures for command, control, communications and coordination of both internal and external resources.

### 3. Assumptions

- a. Interoperable communications will be required for the safe, effective, and expedient use of resources necessary for life safety and protection of the environment and critical infrastructure.
- b. Coordination of communications capabilities is required among and between all organizations having a role in response and recovery.
- c. Alternative means of communication will be required to achieve interoperability, warnings, and notifications to key decision-makers and response personnel.
- d. Alternative means of communication will be required to achieve effective public information, warnings and messaging for students, faculty, staff, visitors, contractors at OCC and transient populations.

### 4. Concept of Operations

- a. Communications required as a result of implementation of the OCC Emergency Response Plan will be coordinated and managed using established procedures, processes and policy.

- b. For the purposes of response and recovery, emergencies requiring activation of the Richland County Emergency Plans, communications will be conducted in a NIMS compliant manner utilizing clear-text.
- c. For the purposes of response and recovery, emergencies requiring activation of the Richland County Emergency Plans, Richland County will utilize frequencies established through their communications plan.
- d. For the purposes of response and recovery, emergencies requiring activation of the Richland County Emergency Plan, Richland County will utilize appropriate communications specific forms.

## 5. Roles and Responsibilities

### a. OCC President

- Determine status of communications internally and externally to support duties and responsibilities.
- Establish a communications representative to coordinate and manage interoperable communications, systems and networks.
- Coordinate establishment of necessary communication links with internal and external response organizations and resources.
- Collect and record information regarding communications from other activated response organizations; coordinate with all response organizations on communication capabilities/limitations and means necessary to overcome shortfalls.
- Upon activation and integration of response and recovery activities with the Richland County utilize frequencies established through the Richland County Emergency Plan.

### b. Communications Representative

- Establish communications links with internal and external response organizations and networks.
- Coordinate and manage interoperable communications, systems and networks
- Determine status of primary and alternate communication systems (public safety radio systems, Local tower repeaters, other non-public safety radio systems, telephone, cellular communications, satellite telephone/radio, internet, commercial broadcast systems, etc.) to assist in the conduct of life safety missions; acquisition of disaster intelligence and damage assessments; and coordination of response and recovery operations.
- Implement communication plans in support of life-safety missions, disaster intelligence and damage assessment, in support of response and recovery operations.
- Maintain awareness and continuously monitor the status of communications internally and externally to support duties and responsibilities.

- Brief the OCC CEMT on the status of communications, systems and networks.
- Determine and implement viable options for achievement of interoperability with all response organizations to overcome shortfalls and sustain capabilities.
- Determine the need for and implement alternative methods of communications to include, but not limited to, the use of amateur radio personnel, mobile communications platforms, car-to-car relays, message runners, etc.
- Upon activation of the Richland County Emergency Plan, integrate into and/or utilize frequencies established through Richland County.
- As directed by the OCC President or his/her designee, deploy to the Richland County EOC for assignment to a unified communications section.

c. All Concerned (ALCON)

- Assess and document the status of communications internally and externally to support duties and responsibilities.
- Brief the OCC President or his/her designee on the status of communications, systems and networks.
- Coordinate with other response organizations on communication interoperability as directed by the OCC President or his/her designee.
- Implement communication plans as directed by the OCC President or his/her designee.

**Annex 3: Warning & Emergency Information** (See Annex 2 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide warning systems and procedures that will be used by response organizations during emergency response and short-term recovery.

2. Roles and Responsibilities

a. OCC President

- Designate a single point of contact for media release from a trained and qualified staff.
- Authorize dissemination of emergency alerts and warnings to students, faculty, staff, visitors, contractors and transient populations.
- Implement procedures for effective operation of systems and capabilities necessary for warning systems and emergency information.
- Direct the dissemination of emergency alerts and warnings material in alternative formats, for the purposes of warning diverse and functional needs populations.

b. OCC Crisis and Emergency Management Team

- Disseminate emergency alerts and warnings to students, faculty, staff, visitors, contractors and transient populations.
- Utilize procedures for implementation of effective operation of systems and capabilities necessary for warning systems and emergency information.
- Coordinate and develop public information materials in alternative formats, for purposes of warning diverse and functional needs populations.
- Coordinate public, warning and emergency information releases with key decision makers and off-site organizations.
- Maintain processes and systems to provide notifications, warnings, and alerts internally and externally to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Coordinate and manage protective action measures and guidance for students, faculty, staff, visitors, contractors and transient populations.
- Authorize and approve notifications, warnings and alerts, internally and externally, to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Establish and maintain rumor control and hot-line assistance processes.

c. Support Departments, Faculty and Staff

- Implement procedures for implementation of effective operation of systems and capabilities necessary for warning systems and emergency information.
- Collect and distribute disaster intelligence in support of public information releases for vulnerable populations.
- Collect and distribute disaster intelligence in support of notifications, warnings and alerts, internally and externally, to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Participate in rumor control and hot-line assistance processes.

**Annex 4: Public Information** (See Annex 2 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide for the effective collection, control and dissemination of emergency public information to minimize confusion, misinformation and rumors during response and short-term recovery operations.

2. Roles and Responsibilities

- a. OCC President or his/her designee

- Develop procedures for dissemination of public information.
- Coordinate and develop public information materials in alternative formats, for purposes of informing functional needs populations.
- Develop and maintain a process to provide public information internally and externally to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Designate a Public Information Officer (PIO) for a single point of contact for media. b. OCC Public Information Officer.
- Coordinate and distribute information for release from a central contact facility for the media.
- Develop and distribute public information materials in alternative formats, for purposes of warning functional needs populations.
- Develop and distribute public information materials in alternative formats, for purposes of warning diverse populations.
- Coordinate and participate in rumor control and hot-line assistance processes. c. All Concerned (ALCON)
- Obtain and report disaster intelligence in support of public information releases, for vulnerable populations.
- Collect and distribute disaster intelligence in support of public information internally and externally, to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Provide staff and resources in support of public information.
- Participate in rumor control and hot-line assistance processes.

**Annex 5: Intelligence/Situational Awareness** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide intelligence in support of EOC and ICP operations, assist in the development of a common operating picture and to support planning and decision making.

2. Roles and Responsibilities

a. OCC President or his/her designee

- Obtain intelligence to determine scope, magnitude and complexity of the incident.

- Distribute intelligence, critical information requirements, and priority information requirements to all response organizations and Richland County Emergency Management officials.
  - Implement campus-wide damage assessment procedures.
  - Provide critical information, intelligence, and situational awareness updates to all response organizations.
  - Provide for routine updates and briefings to faculty and staff, County and Municipal officials and off-site response organizations.
  - Provide an overall picture of the situation and describe local response actions; a list of unmet needs and resource requirements; strategic priorities and projections of upcoming situations.
- b. All Concerned (ALCON)
- Obtain intelligence to determine scope, magnitude and complexity of the incident.
  - Provide critical information, intelligence and situational awareness updates to OCC's CEMT.
  - Implement campus-wide damage assessment procedures.
  - Staff and maintain resource requirements as directed.

**Annex 6: Evacuation** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide mobilization and coordination of resources in support of an evacuation.

2. Roles and Responsibilities

a. OCC President or his/her designee

- Coordinate evacuation support activities as directed.
- Coordinate the dissemination of public information.
- Establish assembly transportation centers and reception centers for evacuees as directed.
- Establish and maintain a shelter/victim registry.
- Determine designated evacuation routes and assembly points for evacuees in coordination with local, state and federal response resources.
- Determine the effect to campus critical infrastructure and overall capability.
- Coordinate to determine if pre-identified shelters are safe and functional.

- Identify the need for food and potable water at pre-identified shelters.
- Coordinate the acquisition and delivery of food and potable water supplies.
- Coordinate and establish transportation routes to and from shelter facilities.
- Establish and staff approved shelters with available resources in coordination with American Red Cross, Salvation Army and other pre-identified stakeholders.
- Address functional needs population issues.

b. All Concerned (ALCON)

- Provide resources in support of evacuation.

**Annex 7: Mass Care, Shelter and Lock Down in place** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide staffing and operation of emergency mass care shelters to establish and maintain mass care emergency assistance and human services for affected populations requiring temporary relocation/assistance.

2. Roles and Responsibilities

a. OCC President or his/her designee

- Determine the effect to campus critical infrastructure and overall capability to provide mass care and shelter services in coordination with American Red Cross.
- Coordinate with O&M representatives to determine if pre-identified shelters are safe and functional.
- Establish and staff, approved shelters with available resources in coordination with American Red Cross, Salvation Army and other pre-identified stakeholders.
- Identify the need for food and potable water at pre-identified shelters.
- Coordinate the acquisition and delivery of food and potable water supplies.
- Determine and establish transportation routes to and from shelter facilities.
- Determine the need for, and identify resources necessary, to provide portable and/or alternate sheltering facilities based on the availability of safe and/or functional pre-identified shelter locations.
- Establish feeding operations (including water, ice and other basic commodities) at designated shelter sites.
- Provide cots, blankets, clothes and personal hygiene items in support of shelter operations.

- Establish and maintain a shelter/victim registry.
- Coordinate the provision of first aid services at shelters and other identified areas of operation.
- Identify functional needs population issues.
- Coordinate crisis-counseling services.
- Coordinate reunification of families separated by the incident in coordination with volunteer and non-profit social service agencies.
- Coordinate companion/service animal sheltering.
- Coordinate the provision of security required for mass care/shelter locations.

b. All Concerned (ALCON)

- Provide disseminate information on mass care/shelter services, food and water distribution, and human-services requirements.
- Provide critical information, disaster intelligence and situational awareness updates.
- Provide resources in support of mass care.

**Annex 8: Public Health & Medical** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide guidance, prioritization, and coordination of resources involved in triage, treatment, and medical evacuation of victims of disasters; to provide public health support in a post-disaster environment; and to provide psychological counseling to local emergency service workers and disaster victims.

2. Roles and Responsibilities

a. OCC President or his/her designee

- Obtain intelligence to determine locations and number of casualties (ambulatory, non-ambulatory, fatalities).
- Obtain critical information requirements including:
  - Conditions at campus facilities;
  - Availability of medical and support staff to continue essential emergency medical and health operations;
  - Immediate equipment or supply concerns;

- Status of electric/gas power supply and water/sewer services to each facility or location;
  - Status of fuel for a generator if facility/location is operating on emergency power;
  - Critical life-safety or life essential resources needed for continued operations at each facility/location;
  - Number of victims at each facility that require immediate transport.
- Coordinate provisions for mass dispensing and/or vaccination to students, faculty and staff in response to a threat or occurrence of infectious and communicable disease.
  - Coordinate with the Illinois Department of Public Health to determine pharmaceutical needs for potential activation of the State of Illinois Stockpile or Strategic National Stockpile Program.
  - Determine status of functional needs populations.
  - Provide mental health/crisis counseling services for victims and emergency responders.
  - Coordinate to determine support requirements for medical services in emergency shelters.
  - Coordinate with the Richland County Coroner regarding fatality management/mass fatality.
  - Coordinate with the Richland County Coroner on next of kin notification and family assistance.

b. All Concerned (ALCON)

- Staff and faculty are directed to call 911 immediately for emergency response or intervention to non-routine situations and emergencies that are beyond the scope, training, capability and/or licensure of an individual.

**Annex 9: Mortuary Service** (See Annex 1 Situation, Assumptions, and Concept & Operations)

OCC does not have enabling authorities to establish Mortuary Services and/or Fatality Management Operations. For the purposes of Mortuary Service OCC will request assistance from law enforcement and the Richland County Coroner.

As necessary and appropriate, the OCC President or his/her designee will identify staff to assist recognized legal authorities/organizations in:

1. Assistance and coordination efforts specific to family assistance;
2. Establishing and securing OCC facilities necessary for re-unification and family assistance operations;

3. Notifications of next of kin;
4. Coordination and development of public information releases;
5. Crisis stress debriefing and /or counseling services for campus communities.

**Annex 10: Business Continuity** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To sustain or repair OCC's operations during and after a disruption that disables or cripples OCC's technological infrastructure in order to restore operations as quickly as possible with the latest and most up-to-date data available.

2. Scope and Limitations

Business continuity activities and services will be executed only after health, life and safety issues are addressed.

3. Roles and Responsibilities

a. OCC President or his/her designee

- Obtain intelligence to determine what technological operations have been disrupted.
- Once the CEMT has ensured that the campus is a safe working environment and that life, health and safety issues are addressed, establish and direct the activation of a Business Continuity Management Team (BCMT).

b. Business Continuity Management Team

- Obtain intelligence to determine what technological operations have been disrupted.
- Establish and activate manual processes that can be implemented until the technological infrastructure is restored.
- Develop a plan to recover and restore the technical infrastructure to full functionality.
- Identify the equipment and other items necessary for technological recovery restoration.

**Annex 11: Academic Continuity** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To ensure academic and administrative departments and staff are prepared to continue providing, in a timely manner, critical campus functions in the event a significant disruption or emergency forces campus closure or diminishes access to essential campus resources. 121

## 2. Scope and Limitations

Academic continuity activities and services will be executed only after health, life and safety issues are addressed.

## 3. Roles and Responsibilities

### a. OCC President or his/her designee

- Obtain intelligence to determine what academic services and operations have been disrupted.
- Once the CEMT has ensured that the campus is a safe working environment and that life, health and safety issues are addressed, establish and direct the activation of an Academic Continuity Plan.

### b. Academic Continuity Plan

Academic Continuity will be addressed through a variety of strategies to address ICCB requirements, accreditation, the academic calendar, course offerings, alternative space, and other academic events that include:

- Regular use of online technologies to support teaching that can be adapted in emergencies to continue teaching for the duration of the disruptive event.
- Administration to work with local entities and other institutions if necessary to provide classrooms and other facilities for teaching.
- Respond in one of the following methods or combination of methods to meet the required number of instruction days required by ICCB:
  - Consider how and if the academic time required for a course can be altered, i.e. can material be condensed and prioritized in the event teaching time is lost.
  - Require faculty to assign extra assignments or engage students through online formats.
  - Consider alternatives for courses with laboratory and clinical requirements such as weekend classes.
  - Consider alternative mode of course delivery:
    - Online/distance education or hybrid course delivery
    - Alternative or flexible course schedule and location
    - Blended courses that can share classroom time
  - Condense or cancel final exam week to allow all classes to meet that week on a regular schedule.
  - Schedule weekend classes or extend the semester schedule as needed.
  - Build emergency days into the academic calendar which can be used for any missed instructional days.

## 5. DEVELOPMENT & MAINTENANCE

5.1. OCC is responsible for developing and maintaining the Emergency Response Plan annually.

- 5.2. OCC departments have the following responsibilities:
  - 5.2.1. Review and maintain department and/or agency information necessary for response and recovery annex current in all aspects;
  - 5.2.2. Provide and maintain up-to-date copies of Mutual Aid Agreements; and
  - 5.2.3. Provide training and education to staff and Mutual Aid Agreements organizations on plans and procedures for response and recovery.
  - 5.2.4. The president is responsible for coordinating emergency drills and the testing/evaluation of emergency notifications and responses.

# Wabash Valley College



## Emergency Response Plan 2024

**Our mission is to deliver exceptional education  
and services to improve the lives of our  
students and to strengthen our communities.**

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## **Wabash Valley College Emergency Response Plan Signatory Page**

This plan, in accordance with the provisions of the Illinois Campus Security Enhancement Act of 2008 (P.A. 095-0881; 110 ILCS 12/20) and Illinois Administrative Code Part 305, and compliant with the Illinois Emergency Management Agency Act (20 ILCS 3305/) and the National Incident Management System (NIMS), is used as a guideline in specific catastrophic scenarios and in conjunction with Illinois Eastern Community Colleges (IECC) policies, the Violence Prevention Plan and established emergency procedures.

This Emergency Response Plan seeks to clarify the steps that Wabash Valley College will take in an emergency that requires a response and/or recovery activities. This plan will be reviewed and revised, as necessary, on an annual basis. As President of Wabash Valley College, I affirm my support for the Emergency Response Plan within Illinois Eastern Community Colleges District #529.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Distribution List**

The Emergency Response Plan will be distributed to the campus community and community agencies listed below through email communication to ensure the plan that each member possesses is the most up-to-date version. The Plan is also posted on Entrata for use/viewing by employees.

### Wabash Valley College

- President
- Dean of Instruction
- O & M Team Leader
- Director of Business

### Illinois Eastern Community Colleges

- Chancellor
- Chief Financial Officer
- Chief Academic Officer
- Chief Information Officer
- Executive Director of Human Resources
- Associate Dean of Admissions and Records

Mt. Carmel Police Department

Mt. Carmel Fire Department

Wabash County Emergency Management Agency

Wabash County Sheriff's Office

Wabash County Health Department/Depot Counseling Center

### Record of Changes

Once the Emergency Response Plan is approved and released, the following procedures should be followed for any changes:

1. An entry will be made on the following log to document the change.
2. The updated Emergency Response Plan will be distributed to the campus community per the Distribution List above.
3. The updated Emergency Response Plan will be posted on Entrata.
4. Outside agencies will be notified as necessary.

<b>Record of Changes Log</b>		
<b>Date</b>	<b>Pages or Sections Changed</b>	<b>Entered By (Print Title/Name)</b>

**Continuity of Administration**

In the case of a crisis or emergency situation, the following people, in sequence, will be contacted for decision making purposes.

<b>Name</b>	<b>Title</b>	<b>618-263-4999 Ext. # 618-262-8641</b>	<b>Home/Cell</b>
Matt Fowler	President and Vice Chancellor of Student Affairs	3383	618-263-7033
Robert Conn	Dean of Instruction	3382	618-240-2781
Lyndon Huey	Director of Business	3131	361-445-7405
Ernie Majors	O & M Team Leader	3754	618-240-3525

**Internal Resource List**

<b>Name</b>	<b>Title</b>	<b>618-263-4999 Ext. # 618-262-8641</b>
Katie Hinderliter	Administrative Assistant to the President	3378
Sarah Clodfelter	Administrative Assistant to the Dean of Instruction	3384
Kelly Wagner	Office Assistant, Student Services	3102
Michelle Woods	Program Advisor, Allied Health	3431

## Other Resource Numbers

Name	Telephone Number
<b>Local/Regional Agencies</b>	911 for emergencies
Mt. Carmel City Police	618-262-4114 or 618-262-4115
Wabash County Sheriff	618-262-2706
Wabash County Emergency Management Agency	618-263-3111
Wabash General Hospital	618-262-8621
Wabash General Ambulance Service	618-263-4117
Wabash Community Health Center	618-263-4970
<b>State Agencies</b>	911 for emergencies
Illinois State Police – Carmi	618-382-4606
Illinois Emergency Management Agency (Region 9-Flora)	618-662-4474
Illinois Poison Center	800-222-1222
Illinois DHS Family Community Resource Center – Wabash Co.	618-262-5179
<b>Federal/National Agencies</b>	911 for emergencies
Federal Bureau of Investigation (FBI) Springfield Field Office	217-522-9675
National Response Center (toxic chemicals, oil spills)	800-424-8802

## 1. PURPOSE

This plan outlines operational command, coordination, communication, and control for Wabash Valley College (WVC) and those responsible agencies/organizations assisting WVC following an emergency that requires a response and/or recovery activities. Staff from responding agencies/organizations and those with mutual aid agreements are responsible for adhering to operational guidelines established herein.

### 1.1. Intent and Policy

To implement operational guidelines for WVC and other resources activated under the WVC Emergency Response Plan, from the initial incident response to long term recovery. These actions are directed to ensure that students, faculty, staff, visitors, and contractors at WVC and transient populations are provided life-safety and life essential services; the environment is adequately protected; and critical infrastructure is in place to support ongoing operations and public safety. Termination of response and recovery operations is authorized when no imminent life safety or environmental issues are identified.

## 2. SITUATION AND ASSUMPTIONS

### 2.1. Situation

- 2.1.1. An emergency has occurred directly affecting the campuses, facilities, and populations of WVC. Response and recovery actions are necessary for life safety, protection of the environment and critical infrastructure.
- 2.1.2. Individual facilities are implementing emergency procedures for immediate protection of students, faculty, staff, visitors and contractors at WVC and transient populations.
- 2.1.3. WVC capabilities and resources (personnel, equipment, critical facilities, and supplies) are required to ensure safe and efficient actions are taken.
  - 2.1.3.1. For large scale events and those having multiple jurisdictional authorities, coordination between all levels of government is required. To ensure effective response to these events, WVC will coordinate requests for the activation of Wabash County emergency services through the Wabash County Emergency Management Agency.

### 2.2. Assumptions

- 2.2.1. WVC emergency procedures may adequately address response and short term recovery operations, therefore the WVC's Emergency Response Plan may not be activated.
- 2.2.2. An emergency will occur that directly affects WVC.
- 2.2.3. Off-site assistance will be required to carry out response and short term recovery efforts.

- 2.2.4. Off-site resources may be activated in advance of WVC's request for assistance to conduct life-safety missions, fire suppression, law enforcement activities, emergency medical services, and other immediate public safety actions.
- 2.2.5. Mutual Aid Agreements will be activated to carry out response and short-term recovery efforts.
- 2.2.6. Normal means of communication, transportation, and infrastructure capability will be disrupted in areas within and beyond the immediate affected area(s) of WVC.
- 2.2.7. Students, faculty, staff, visitors, contractors at WVC and transient populations will require sheltering, evacuation, mass care, and medical assistance.
- 2.2.8. Secondary effects (e.g. fires, dam/levee breaches, hazardous materials spills) as a result of an emergency will create potentially hazardous environments.
- 2.2.9. Available local response capabilities will be exhausted for emergencies and disasters having large numbers of casualties/injuries and damage to buildings, critical facilities, tools/resources, and critical infrastructure.
- 2.2.10. Responding departments/agencies may have a significant reduction in staff able to report to duty due to casualties and damage to infrastructure and communications.
- 2.2.11. Interruptions will occur in water, gas, sewer, pipeline, electrical and communications services.
- 2.2.12. Damage assessment will be critical in determining situational awareness.
- 2.2.13. Economic affects will be broad and long lasting.
- 2.2.14. An emergency may prevent adequate dissemination of public information, warnings, and messaging.

### **3. CONCEPT OF OPERATIONS**

#### **3.1. Notification & Activation**

- 3.1.1. Individual Facility
  - 3.1.1.1. For individual facilities, the WVC President or his/her designee will implement emergency procedures and take actions necessary for immediate life-safety and/or life-saving requirements.
  - 3.1.1.2. Activate staff and faculty necessary to carry out emergency procedures.
  - 3.1.1.3. Notify the Chancellor of Illinois Eastern Community Colleges (IECC).
- 3.1.2. Campus

- 3.1.2.1. Upon receiving notification of an emergency, the WVC President or his/her designee will notify Operation and Maintenance (O&M) staff and others to take appropriate actions including but not limited to:
  - 3.1.2.1.1. Take appropriate actions for the immediate protection of students, faculty, staff, visitors, contractors at WVC and transient populations in accordance with procedures.
  - 3.1.2.1.2. Report to the established Campus Emergency Operations Center (EOC) or to an alternate location if the established Campus EOC is not usable or safe.
- 3.1.3. Wabash County Emergency Services
  - 3.1.3.1. Upon receiving notification of an emergency from the Wabash County Emergency Management Agency or Wabash County Officials, WVC will notify O&M and staff to take appropriate actions including but not limited to:
    - 3.1.3.1.1. Take appropriate actions for the immediate protection of students, faculty, staff, visitors, contractors at WVC and transient populations in accordance with procedures.
    - 3.1.3.1.2. Report to the established campus Emergency Operations Center (EOC) or to an alternate location if the established campus EOC is not usable or safe.
    - 3.1.3.1.3. The WVC President or his/her designee will designate a representative to report to, and serve as, the authorized Liaison Officer to Wabash County EOC and/or the Wabash County Emergency Management Agency.
    - 3.1.3.1.4. Report to the Wabash County EOC or to an alternate location specified by the Wabash County Emergency Management Agency.
- 3.1.4. Regardless of the event origin, location, or duration, the WVC President or his/her designee will notify the Wabash County 911 Communications Center of the situation and request off-site assistance as appropriate.

## **3.2. Direction & Control**

- 3.2.1. Following notification of an emergency/disaster a representative of WVC's O&M department, and/or other staff will be dispatched to the site(s) of the emergency to assist in assessment of the situation and act as an authorized representative in resource prioritization and requests.
- 3.2.2. WVC will utilize a NIMS compliant structure for all emergency operations, and will participate in Unified Command Operations (UCO).

- 3.2.3. The Emergency Response Plan and annexes will be activated by the WVC President or his/her designee, to ensure proper command, control, communications, and coordination is maintained throughout response and recovery.
- 3.2.4. All activities conducted as a result of activation of the Wabash County EOC will be coordinated and managed using direction and control processes outlined in the Wabash County's Emergency Plan.

### **3.3. Authorities & Limitations**

#### **3.3.1. Authorities**

- 3.3.1.1. Illinois Administrative Code Title 29: Emergency Services, Disasters and Civil Defense;
- 3.3.1.2. Illinois Compiled Statutes, Civil Immunities (745 ILCS 49) Good Samaritan Act;
- 3.3.1.3. Illinois Compiled Statutes and Illinois Emergency Management Agency Act (20 ILCS 3305);
- 3.3.1.4. Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L.93-288, as amended);
- 3.3.1.5. Wabash County Emergency Plans;
- 3.3.1.6. WVC Emergency Response Plan and emergency procedures.

### **3.4. Resources**

- 3.4.1. WVC resources will be used to the maximum extent possible to effect life-safety and life essential restoration of services.
- 3.4.2. In the event of a large-scale disaster involving multiple jurisdictions, WVC will request additional resources through off-site authorities having enabling jurisdiction.
- 3.4.3. Mutual Aid Agreements will be activated in accordance with standard operating procedures and used to the fullest extent possible throughout an emergency to ensure an optimized allocation of resources is maintained.

### **3.5. Safety**

- 3.5.1. Regardless of the scope and magnitude of an emergency, WVC will conduct operations in accordance with laws, rules, regulations and policy of the State of Illinois, Wabash County, and federal government.

### **3.6. Site Control**

3.6.1. Law Enforcement will be provided directly through the Wabash County Sheriff's Department and/or the Mt. Carmel Police Department.

3.6.1.1. As required by event scope, magnitude, and nexus WVC will request additional law enforcement to provide security at all operational and tactical areas, and/or for the conduct of investigatory actions, through the Wabash County 911 Communications Center.

3.6.1.2. Law enforcement related issues and situations will be directed, without hesitation, to the responsible off-site authority through immediate notification of the Wabash County 911 Communications Center.

### **3.7. Victim Handling – Deceased**

3.7.1. All examinations, identification, notification of next of kin and other procedures for release of a body or tissue for final disposition, will be governed by provisions of the Wabash County Emergency Plans.

### **3.8. Victim Handling – Injured**

3.8.1. Initial response to injuries involving students, faculty, staff, visitors, contractors at WVC and transient populations will be managed within scope of practice and Good Samaritan laws, rules, and regulations established by the state and federal government.

3.8.1.1. Medical response and emergencies will be directed, without hesitation, to the responsible off-site authority through immediate notification of the Wabash County 911 Communications Center.

### **3.9. Communications**

3.9.1. Communications throughout response and recovery will be conducted in accordance with standard operating procedures.

3.9.2. Based on the scope and magnitude of an emergency, and the command and control structure required for response and recovery, communications protocols may be established and implemented by one or more of the following:

3.9.2.1. WVC President or his/her designee.

3.9.2.2. Local Incident Command System/Post.

3.9.2.3. Wabash County EOC and Wabash County Emergency Management Agency.

- 3.9.2.3.1. For the purposes of response and recovery, emergencies requiring activation of the Wabash County EOC communications will be conducted in a NIMS compliant manner utilizing clear-text.
  - 3.9.2.3.2. For the purposes of response and recovery, emergencies requiring activation of the Wabash County EOC will utilize frequencies established through the Wabash County Emergency Plans.
  - 3.9.2.3.3. For the purposes of response and recovery, emergencies requiring activation of the Wabash County EOC will utilize appropriate communications specific forms.
- 3.9.3. Communications required as a result of implementation of the WVC Emergency Response Plan will be coordinated and managed using established procedures, processes, and policy outlined in Wabash County Emergency Plans for joint operations.

## 4. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

### Annex 1: Direction & Control

#### 1. Purpose

To direct and coordinate emergency response efforts; collaborate with other jurisdictions; and prioritize use of available resources effectively.

#### 2. Situation

- a. An emergency has occurred directly affecting the campuses, facilities and populations of WVC.
- b. The WVC President or his/her designee has activated and/or implemented plans and procedures that require command, control, communications and coordination of both internal and external resources.

#### 3. Assumptions

- a. Individual facilities will implement emergency procedures for the immediate protection of students, faculty, staff, visitors, contractors at WVC and transient populations.
- b. The WVC President or his/her designee will activate command and control elements to establish a unified incident management structure.
- c. For large scale events and those having multiple jurisdictional authorities' integration of WVC staff may be required at locations.

#### 4. Concept of Operations

- a. Overall command of campus emergency operations is the responsibility of the WVC President or his/her designee. The WVC President or designee will direct emergency response measures of all campus response resources, faculty, and staff.
    - i. The decision to implement an emergency action or response plan will be based upon probability or actual occurrence of an emergency threatening the health, safety, and welfare of the campus population and be the sole responsibility of the WVC President or his/her designee.
  - b. Responsibility for emergency and disaster response lies with the lowest governmental jurisdiction involved.
  - c. If an emergency occurs within WVC, and does not extend beyond campus emergency response organizations, the President or his/her designee retains command and control.
    - i. WVC will make use of all normally available campus resources to respond to a disaster. If the campus is incapable of effectively responding to an emergency, or does not have enabling authority for response, outside assistance will be required and requested through the appropriate organization.
  - d. On-site command and control of individual departments will remain with the department heads under the direction of the WVC President or his/her designee.
    - i. The WVC President or his/her designee will provide overall coordination of campus emergency operations.
      - 1. As such, for incidents that do not extend beyond campus emergency response organizations, the WVC President or his/her designee will act as the Incident Commander (IC).
  - e. If an emergency or disaster extends beyond the perimeter of WVC, is external to yet affecting the WVC, or is beyond the legal enabling authorities of WVC, an external IC will be established in accordance with NIMS and the responding jurisdiction's policies.
    - i. For incidents where an off-site jurisdiction has legal enabling authorities, the WVC President or his/her designee will report to the ICP and coordinate response and recovery efforts as appropriate.
  - f. For immediate life safety and medical emergencies campus staff, faculty, contractors, students and visitors are directed to contact 911 or local emergency service providers.
5. Emergency Planning Action Levels
- a. Level 1: An emergency has occurred requiring immediate life safety actions. Facility supervisors and/or department heads have implemented one or more emergency procedures.
  - b. Level 2: An emergency or disaster impacts one or more areas of the campus requiring implementation of multiple emergency procedures and activation of campus response organizations in a limited fashion. Level 2 emergency activations generally require establishment of an Incident Command Post (ICP) and implementation of the WVC

Emergency Response Plan. Response and recovery efforts remain within the authorities and capabilities of campus officials. In some instances off-site authorities (i.e. fire, police, EMS), private sector specialist, and private sector/vendor related services may be required.

- c. Level 3: An emergency may remain localized or part of a larger affected area external to the campus. Level 3 emergencies result in the need for outside resources and assistance. Implementation of WVC's Emergency Response Plan has occurred.
  - i. In most situations, off-site jurisdictions have established an ICP or Unified Command Post (UCP) requiring the WVC President or his/her designee to report to the ICP and coordinate response and recovery efforts.
  - ii. If activation of the Wabash County EOC occurs, the WVC President or his/her designee will designate a representative to report to, and serve as, the authorized and designated Liaison Officer to the Wabash County EOC and the Wabash County Emergency Management Agency.
- d. Level 4: An emergency has rendered all or portions of campus operations inoperable. Individual facilities may be uninhabitable and life essential services may be unavailable.
  - i. Off-site jurisdictions have established an ICP or UCP requiring the WVC President or his/her designee to report and coordinate response and recovery efforts.
  - ii. If activation of Wabash County Emergency Plans occur, the WVC President or his/her designee will designate a representative to report to, and serve as, the authorized and designated Liaison Officer to the Wabash County EOC and the Wabash County Emergency Management Agency.
- e. Response organizations, staff and faculty will provide and receive notifications from command staff locations based on the level of emergency declared.
- f. Regardless of the level of response, the WVC President or his/her designee will determine what type of command structure will be utilized and where the WVC's on-scene or campus' command structure will be located.

## 6. Roles and Responsibilities

### a. WVC President or his/her designee

- Receive and analyze disaster intelligence and situational awareness from a variety of sources including staff, faculty and off-site organizations.
- Alert key decision-makers and emergency personnel.
- Implement Emergency Response Plan.
- Establish and direct activation of an ICP and/or EOC

- Establish and direct activation of a Crisis and Emergency Management Team (CEMT).
  - If activated, designate an authorized representative to deploy to the Wabash County EOC.
  - Establish and maintain contact with off-site organizations.
  - Establish and coordinate jurisdictional policies for the conduct of emergency operations.
  - Activate WVC's Public Information/Warning systems to disseminate messages to students, faculty, staff, visitors, contractors and transient populations.
  - Authorize implementation of Business Continuity Plan (BCP) and Academic Continuity Plan (ACP) to ensure continuation of essential functions only after health, life and safety issues are addressed.
  - Designate a single point of contact for media release from a trained and qualified staff.
- b. Crisis and Emergency Management Team
- Implement emergency communications plan internally and externally with higher, lateral and subordinate response organizations.
  - Implement plans to disseminate emergency alerts and warnings to vulnerable populations.
  - Establish and maintain contact with key decision-makers, emergency personnel, and off-site organizations.
  - Activate the WVC Emergency Operations Center.
  - Notify and alert key decision-makers and emergency personnel of WVC's Emergency Operations Center.
  - Coordinate jurisdictional policies for the conduct of emergency operations.
  - Direct WVC's operations and manage resources.
  - Establish and maintain operations and develop administrative briefings.
  - Coordinate resource prioritization and deployment in support strategic action priorities.
  - Coordinate logistical support for response and recovery.
  - Implement evacuation, shelter and protective action recommendations for students, faculty, staff, visitors, contractors and transient populations.

- Coordinate activation of volunteer resources in support of response and short-term recovery operations.
  - Maintain records of all expenditures for emergency resources utilized/obtained during an emergency.
  - Establish strategic action planning priorities in the following manner to coordinate and manage disaster response and short-term recovery operations.
    - Life-safety;
    - Search and Rescue;
    - Transportation route restoration and services;
    - Implementation and maintenance of site security;
    - Temporary Restoration of Critical Infrastructure (i.e., safety/control systems, telecommunications systems/networks, life essential services);
    - Temporary Health and Welfare (i.e., shelter, food, and medical assistance);
    - Preservation and securing of crime scene evidence or localized areas of interest;
    - Delivery of Critical Incident Stress Debriefing to responders and citizens.
  - Distribute strategic action planning priorities internally and externally with higher, lateral, and subordinate response organizations identifying requirements of potential operating environments and for the development of Incident Action Plan(s) (IAP).
  - Obtain disaster intelligence to determine scope, magnitude and complexity of the incident.
  - Distribute disaster intelligence, safety messaging and critical and priority information requirements to decision-makers and emergency personnel.
  - Implement and/or assist in the implementation of BCP and ACP as necessary.
  - Conduct all operations in accordance with applicable local, state, and federal rules, regulations and WVC policies.
- c. Support Departments, Faculty and Staff
- Implement emergency procedures for immediate life safety requirements.
  - Notify WVC's CEMT of emergency procedure implementation.
  - Upon notification and authorization, activate staff necessary for approved missions.
  - Coordinate with response organizations throughout response and short-term recovery operations.
  - Under the direction of WVC's CEMT coordinate and manage activities of staff throughout response and short-term recovery operations.
  - Establish and maintain contact with WVC's CEMT.

- Provide logistical support for response and recovery.
- Maintain records of all expenditures for emergency resources utilized/obtained during an emergency.
- Provide just-in-time training for responding personnel as appropriate.
- Conduct all operations in accordance with applicable local, state, and federal rules, regulations and WVC policies.

## **Annex 2: Communications**

### **1. Purpose**

To support the response to any crisis that may occur by providing timely, accurate information to employees, students, public, media and other audiences by presenting a consistent response that is supported by open, honest interaction with internal and external audiences, including when appropriate, media, government entities and oversight agencies.

### **2. Situation**

- a. An emergency has occurred directly affecting WVC.
- b. The WVC President or his/her designee has activated and/or implemented plans and procedures for command, control, communications and coordination of both internal and external resources.

### **3. Assumptions**

- a. Interoperable communications will be required for the safe, effective, and expedient use of resources necessary for life safety and protection of the environment and critical infrastructure.
- b. Coordination of communications capabilities is required among and between all organizations having a role in response and recovery.
- c. Alternative means of communication will be required to achieve interoperability, warnings, and notifications to key decision-makers and response personnel.
- d. Alternative means of communication will be required to achieve effective public information, warnings, and messaging for students, faculty, staff, visitors, contractors at WVC and transient populations.

### **4. Concept of Operations**

- a. Communications required as a result of implementation of the WVC Emergency Response Plan will be coordinated and managed using established procedures, processes and policy.
- b. For the purposes of response and recovery, emergencies requiring activation of the Wabash County Emergency Plans, communications will be conducted in a NIMS compliant manner utilizing clear-text.

- c. For the purposes of response and recovery, emergencies requiring activation of the Wabash County Emergency Plans, Wabash County will utilize frequencies established through their communications plan.
- d. For the purposes of response and recovery, emergencies requiring activation of the Wabash County Emergency Plan, Wabash County will utilize appropriate communications specific forms.

## 5. Roles and Responsibilities

### a. WVC President

- Determine status of communications internally and externally to support duties and responsibilities.
- Establish a communications representative to coordinate and manage interoperable communications, systems and networks.
- Coordinate establishment of necessary communication links with internal and external response organizations and resources.
- Collect and record information regarding communications from other activated response organizations; coordinate with all response organizations on communication capabilities/limitations and means necessary to overcome shortfalls.
- Upon activation and integration of response and recovery activities with the Wabash County utilize frequencies established through the Wabash County Emergency Plan.

### b. Communications Representative

- Establish communications links with internal and external response organizations and networks.
- Coordinate and manage interoperable communications, systems and networks
- Determine status of primary and alternate communication systems (public safety radio systems, Local tower repeaters, other non-public safety radio systems, telephone, cellular communications, satellite telephone/radio, internet, commercial broadcast systems, etc.) to assist in the conduct of life safety missions; acquisition of disaster intelligence and damage assessments; and coordination of response and recovery operations.
- Implement communication plans in support of life-safety missions, disaster intelligence and damage assessment, in support of response and recovery operations.
- Maintain awareness and continuously monitor the status of communications internally and externally to support duties and responsibilities.
- Brief the WVC CEMT on the status of communications, systems and networks.

- Determine and implement viable options for achievement of interoperability with all response organizations to overcome shortfalls and sustain capabilities.
- Determine the need for and implement alternative methods of communications to include, but not limited to, the use of amateur radio personnel, mobile communications platforms, car-to-car relays, message runners, etc.
- Upon activation of the Wabash County Emergency Plan, integrate into and/or utilize frequencies established through Wabash County.
- As directed by the WVC President or his/her designee, deploy to the Wabash County EOC for assignment to a unified communications section.

c. All Concerned (ALCON)

- Assess and document the status of communications internally and externally to support duties and responsibilities.
- Brief the WVC President or his/her designee on the status of communications, systems and networks.
- Coordinate with other response organizations on communication interoperability as directed by the WVC President or his/her designee.
- Implement communication plans as directed by the WVC President or his/her designee.

**Annex 3: Warning & Emergency Information** (See Annex 2 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide warning systems and procedures that will be used by response organizations during emergency response and short-term recovery.

2. Roles and Responsibilities

a. WVC President

- Designate a single point of contact for media release from a trained and qualified staff.
- Authorize dissemination of emergency alerts and warnings to students, faculty, staff, visitors, contractors and transient populations.
- Implement procedures for effective operation of systems and capabilities necessary for warning systems and emergency information.
- Direct the dissemination of emergency alerts and warnings material in alternative formats, for the purposes of warning diverse and functional needs populations.

b. WVC Crisis and Emergency Management Team

- Disseminate emergency alerts and warnings to students, faculty, staff, visitors, and contractors and transient populations.
- Utilize procedures for implementation of effective operation of systems and capabilities necessary for warning systems and emergency information.
- Coordinate and develop public information materials in alternative formats, for purposes of warning diverse and functional needs populations.
- Coordinate public, warning and emergency information releases with key decision makers and off-site organizations.
- Maintain processes and systems to provide notifications, warnings, and alerts internally and externally to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Coordinate and manage protective action measures and guidance for students, faculty, staff, visitors, contractors and transient populations.
- Authorize and approve notifications, warnings and alerts, internally and externally, to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Establish and maintain rumor control and hot-line assistance processes.

c. Support Departments, Faculty and Staff

- Implement procedures for implementation of effective operation of systems and capabilities necessary for warning systems and emergency information.
- Collect and distribute disaster intelligence in support of public information releases for vulnerable populations.
- Collect and distribute disaster intelligence in support of notifications, warnings, and alerts, internally and externally, to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Participate in rumor control and hot-line assistance processes.

**Annex 4: Public Information** (See Annex 2 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide for the effective collection, control and dissemination of emergency public information to minimize confusion, misinformation and rumors during response and short-term recovery operations.

2. Roles and Responsibilities

- a. WVC President or his/her designee

- Develop procedures for dissemination of public information.
- Coordinate and develop public information materials in alternative formats, for purposes of informing functional needs populations.
- Develop and maintain a process to provide public information internally and externally to key decision-makers and response personnel at higher, lateral and subordinate levels.
- Designate a Public Information Officer (PIO) for a single point of contact for media. b. WVC Public Information Officer.
- Coordinate, and distribute information for release from a central contact facility for the media.
- Develop and distribute public information materials in alternative formats, for purposes of warning functional needs populations.
- Develop and distribute public information materials in alternative formats, for purposes of warning diverse populations.
- Coordinate and participate in rumor control and hot-line assistance processes. c. All Concerned (ALCON)
- Obtain and report disaster intelligence in support of public information releases for vulnerable populations.
- Collect and distribute disaster intelligence in support of public information internally and externally, to key decision-makers and response personnel at higher, lateral, and subordinate levels.
- Provide staff and resources in support of public information.
- Participate in rumor control and hot-line assistance processes.

**Annex 5: Intelligence/Situational Awareness** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide intelligence in support of EOC and ICP operations, assist in the development of a common operating picture and to support planning and decision making.

2. Roles and Responsibilities

a. WVC President or his/her designee

- Obtain intelligence to determine scope, magnitude and complexity of the incident.
- Distribute intelligence, critical information requirements, and priority information requirements to all response organizations and Wabash County Emergency Management officials.

- Implement campus-wide damage assessment procedures.
  - Provide critical information, intelligence, and situational awareness updates to all response organizations.
  - Provide for routine updates and briefings to faculty and staff, County and Municipal officials and off-site response organizations.
  - Provide an overall picture of the situation and describe local response actions; a list of unmet needs and resource requirements; strategic priorities and projections of upcoming situations.
- b. All Concerned (ALCON)
- Obtain intelligence to determine scope, magnitude and complexity of the incident.
  - Provide critical information, intelligence and situational awareness updates to WVC's CEMT.
  - Implement campus-wide damage assessment procedures.
  - Staff and maintain resource requirements as directed.

**Annex 6: Evacuation** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide mobilization and coordination of resources in support of an evacuation.

2. Roles and Responsibilities

a. WVC President or his/her designee

- Coordinate evacuation support activities as directed.
- Coordinate the dissemination of public information.
- Establish assembly transportation centers and reception centers for evacuees as directed.
- Establish and maintain a shelter/victim registry.
- Determine designated evacuation routes and assembly points for evacuees in coordination with local, state and federal response resources.
- Determine the effect to campus critical infrastructure and overall capability.
- Coordinate to determine if pre-identified shelters are safe and functional.
- Identify the need for food and potable water at pre-identified shelters.
- Coordinate the acquisition and delivery of food and potable water supplies.

- Coordinate and establish transportation routes to and from shelter facilities.
- Establish and staff approved shelters with available resources in coordination with American Red Cross, Salvation Army and other pre-identified stakeholders.
- Address functional needs population issues.

b. All Concerned (ALCON)

- Provide resources in support of evacuation.

**Annex 7: Mass Care, Shelter and Lock Down in place** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide staffing and operation of emergency mass care shelters to establish and maintain mass care emergency assistance and human services for effected populations requiring temporary relocation/assistance.

2. Roles and Responsibilities

a. WVC President or his/her designee

- Determine the effect to campus critical infrastructure and overall capability to provide mass care and shelter services in coordination with American Red Cross.
- Coordinate with O&M representatives to determine if pre-identified shelters are safe and functional.
- Establish and staff approved shelters with available resources in coordination with American Red Cross, Salvation Army and other pre-identified stakeholders.
- Identify the need for food and potable water at pre-identified shelters.
- Coordinate the acquisition and delivery of food and potable water supplies.
- Determine and establish transportation routes to and from shelter facilities.
- Determine the need for, and identify resources necessary, to provide portable and/or alternate sheltering facilities based on the availability of safe and/or functional pre-identified shelter locations.
- Establish feeding operations (including water, ice and other basic commodities) at designated shelter sites.
- Provide cots, blankets, clothes and personal hygiene items in support of shelter operations.
- Establish and maintain a shelter/victim registry.

- Coordinate the provision of first aid services at shelters and other identified areas of operation.
- Identify functional needs population issues.
- Coordinate crisis-counseling services.
- Coordinate reunification of families separated by the incident in coordination with volunteer and non-profit social service agencies.
- Coordinate companion/service animal sheltering.
- Coordinate the provision of security required for mass care/shelter locations.

b. All Concerned (ALCON)

- Provide disseminate information on mass care/shelter services, food and water distribution, and human-services requirements.
- Provide critical information, disaster intelligence and situational awareness updates.
- Provide resources in support of mass care.

**Annex 8: Public Health & Medical** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To provide guidance, prioritization, and coordination of resources involved in triage, treatment, and medical evacuation of victims of disasters; to provide public health support in a post-disaster environment; and to provide psychological counseling to local emergency service workers and disaster victims.

2. Roles and Responsibilities

a. WVC President or his/her designee

- Obtain intelligence to determine locations and number of casualties (ambulatory, non-ambulatory, fatalities).
- Obtain critical information requirements including:
  - Conditions at campus facilities;
  - Availability of medical and support staff to continue essential emergency medical and health operations;
  - Immediate equipment or supply concerns;
  - Status of electric/gas power supply and water/sewer services to each facility or location;

- Status of fuel for a generator if facility/location is operating on emergency power;
  - Critical life-safety or life essential resources needed for continued operations at each facility/location;
  - Number of victims at each facility that require immediate transport.
- Coordinate provisions for mass dispensing and/or vaccination to students, faculty and staff in response to a threat or occurrence of infectious and communicable disease.
  - Coordinate with the Illinois Department of Public Health to determine pharmaceutical needs for potential activation of the State of Illinois Stockpile or Strategic National Stockpile Program.
  - Determine status of functional needs populations.
  - Provide mental health/crisis counseling services for victims and emergency responders.
  - Coordinate to determine support requirements for medical services in emergency shelters.
  - Coordinate with the Wabash County Coroner regarding fatality management/mass fatality.
  - Coordinate with the Wabash County Coroner on next of kin notification and family assistance.

b. All Concerned (ALCON)

- Staff and faculty are directed to call 911 immediately for emergency response or intervention to non-routine situations and emergencies that are beyond the scope, training, capability and/or licensure of an individual.

**Annex 9: Mortuary Service** (See Annex 1 Situation, Assumptions, and Concept & Operations)

WVC does not have enabling authorities to establish Mortuary Services and/or Fatality Management Operations. For the purposes of Mortuary Service WVC will request assistance from law enforcement and the Wabash County Coroner.

As necessary and appropriate, the WVC President or his/her designee will identify staff to assist recognized legal authorities/organizations in:

1. Assistance and coordination efforts specific to family assistance;
2. Establishing and securing WVC facilities necessary for re-unification and family assistance operations;
3. Notifications of next of kin;

4. Coordination and development of public information releases;
5. Crisis stress debriefing and /or counseling services for campus communities.

**Annex 10: Business Continuity** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To sustain or repair WVC’s operations during and after a disruption that disables or cripples WVC’s technological infrastructure in order to restore operations as quickly as possible with the latest and most up-to-date data available.

2. Scope and Limitations

Business continuity activities and services will be executed only after health, life and safety issues are addressed.

3. Roles and Responsibilities

a. WVC President or his/her designee

- Obtain intelligence to determine what technological operations have been disrupted.
- Once the CEMT has ensured that the campus is a safe working environment and that life, health and safety issues are addressed, establish and direct the activation of a Business Continuity Management Team (BCMT).

b. Business Continuity Management Team

- Obtain intelligence to determine what technological operations have been disrupted.
- Establish and activate manual processes that can be implemented until the technological infrastructure is restored.
- Develop a plan to recover and restore the technical infrastructure to full functionality.
- Identify the equipment and other items necessary for technological recovery restoration.

**Annex 11: Academic Continuity** (See Annex 1 Situation, Assumptions, and Concept & Operations)

1. Purpose

To ensure academic and administrative departments and staff are prepared to continue providing, in a timely manner, critical campus functions in the event a significant disruption or emergency forces campus closure or diminishes access to essential campus resources.

2. Scope and Limitations

Academic continuity activities and services will be executed only after health, life and safety issues are addressed.

### 3. Roles and Responsibilities

#### a. WVC President or his/her designee

- Obtain intelligence to determine what academic services and operations have been disrupted.
- Once the CEMT has ensured that the campus is a safe working environment and that life, health and safety issues are addressed, establish and direct the activation of an Academic Continuity Plan.

#### b. Academic Continuity Plan

Academic Continuity will be addressed through a variety of strategies to address ICCB requirements, accreditation, the academic calendar, course offerings, alternative space, and other academic events that include:

- Regular use of online technologies to support teaching that can be adapted in emergencies to continue teaching for the duration of the disruptive event.
- Administration to work with local entities and other institutions if necessary to provide classrooms and other facilities for teaching.
- Respond in one of the following methods or combination of methods to meet the required number of instruction days required by ICCB:
  - Consider how and if the academic time required for a course can be altered, i.e. can material be condensed and prioritized in the event teaching time is lost.
  - Require faculty to assign extra assignments or engage students through online formats.
  - Consider alternatives for courses with laboratory and clinical requirements such as weekend classes.
  - Consider alternative mode of course delivery:
    - Online/distance education or hybrid course delivery
    - Alternative or flexible course schedule and location
    - Blended courses that can share classroom time
  - Condense or cancel final exam week to allow all classes to meet that week on a regular schedule.
  - Schedule weekend classes or extend the semester schedule as needed.
  - Build emergency days into the academic calendar which can be used for any missed instructional days.

## 5. DEVELOPMENT & MAINTENANCE

5.1. WVC is responsible for developing and maintaining the Emergency Response Plan annually.

5.2. WVC departments have the following responsibilities:

- 5.2.1. Review and maintain department and/or agency information necessary for response and recovery annex current in all aspects;
- 5.2.2. Provide and maintain up-to-date copies of Mutual Aid Agreements; and
- 5.2.3. Provide training and education to staff and Mutual Aid Agreements organizations on plans and procedures for response and recovery.
- 5.2.4. The president is responsible for coordinating emergency drills and the testing/evaluation of emergency notifications and responses.

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: September 17, 2024  
RE: Violence Prevention Plan

In accordance with the Campus Security Enhancement Act of 2008, Illinois Eastern Community Colleges maintains a Violence Prevention Plan outlining the multi-disciplinary and multi-jurisdictional violence prevention strategies, including the utilization of a Threat Assessment and Behavioral Intervention Team (TABIT) with representatives from each campus and the District Office.

Illinois Eastern Community Colleges is committed to ensuring the safety and security of its students, faculty, staff, and visitors. The Violence Prevention Plan continues to provide guidelines which specifically address IECC's position on the prevention, reduction, and management of violence and addresses institutional responsibilities in the areas of educational awareness programs, reporting, and investigative guidelines. The Violence Prevention Plan has been updated to reflect current contact information and TABIT team members. The updated plan will be available to all IECC employees on the Intranet.

I recommend the Board's acceptance of the updated IECC Violence Prevention Plan.

RG/mf

Attachment

# Illinois Eastern Community Colleges



## Violence Prevention Plan

August 2024

**In the event of an  
emergency or crisis, call 911.**

**Our mission is to deliver exceptional education  
and services to improve the lives of our  
students and to strengthen our communities.**

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## Foreword

Illinois Eastern Community Colleges is committed to ensuring an environment that is safe, secure, and free from threats, intimidation, and violence. To further this goal, and in accordance with the Campus Security Enhancement Act of 2008 (110 ILCS 12/20) (b) (2), IECC has adopted the Threat Assessment and Violence Prevention Program Policy (100.25) which provides for the development of a Violence Prevention Plan (VPP).

The VPP addresses the prevention and management of incidents of violence and outlines prevention strategies, threat assessment, the reporting process, and interventions. The Plan includes the formation and implementation of a Threat Assessment and Behavioral Intervention Team (TABIT) with members selected based on relevant experiences.

In the event of actions that threaten the health, safety, and/or well-being of students, employees, or visitors, protocols for response are included in each Campus Emergency Plan.

The Violence Prevention Plan and the Behavioral Threat Assessment and Behavioral Intervention Team (TABIT) were developed in accordance with the *College and University Behavioral Intervention Team (CUBIT)* model that was introduced by the National Center for Higher Education Risk Management in response to the Governor's Panel Report on the Virginia Tech shootings and the *Assessment-Intervention of Student Problems (AISP)* model introduced by Ursula Delworth.

## Chancellor Support & Approval

This plan, in accordance with the provisions of the Illinois Campus Security Enhancement Act of 2008 (P.A. 095-0881; 110 ILCS 12/20) and Illinois Administrative Code Part 305, and compliant with the Illinois Emergency Management Agency Act (20 ILCS 3305) is used as a guideline in conjunction with Illinois Eastern Community Colleges (IECC) policies, Campus Emergency Response Plans, and established emergency procedures to ensure the safety of our campus communities.

This Violence Prevention Plan seeks to clarify the approach Illinois Eastern Community Colleges will take in continual threat assessment and behavioral intervention on its campuses. This plan will be reviewed and revised, as necessary, on an annual basis. As Chancellor of Illinois Eastern Community Colleges, I affirm my support for the Violence Prevention Plan within Illinois Eastern Community Colleges District #529.

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Signature

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Date

## Record of Changes

When changes are made to the Violence Prevention Plan, the following procedures shall be followed:

1. An entry shall be made on the following log.
2. The Violence Prevention Plan will be distributed per the Distribution List-

Date	Pages or Sections Changed	Entered By (Print Title/Name)

## Distribution List

The Violence Prevention Plan will be distributed to the campus community and community agencies listed below via email communication to ensure the plan that each member possesses is the most up-to-date version. The plan is also available to all IECC faculty and staff on the Intranet.

IECC Personnel	External Agencies
<b>District Personnel:</b>	Illinois Community College Board
Chancellor	Fairfield Police Department
Chief Financial Officer	Fairfield Fire Department
Chief Academic Officer	Wayne County Emergency Management Agency
Executive Director of Human Resources	Robinson Police Department
Chief Information Officer	Robinson Fire Department
Associate Dean of Admissions and Records	Crawford County Emergency Management Agency
	Olney Police Department
	Olney Fire Department
<b>Campus Personnel:</b>	Richland County Emergency Management Agency
Presidents	Mt. Carmel Police Department
Deans	Mt. Carmel Fire Department
O & M Team Leaders	Wabash County Emergency Management Agency
Directors of Business	
Coordinators of Marketing	

## **Threat Assessment and Behavioral Intervention Team (TABIT)**

A District Threat Assessment and Behavioral Intervention Team (TABIT) will be formed with representatives from each campus and the District Office, ensuring each campus and the District Office have at least 3 TABIT team members at each location. Members are chosen based on their relative experience in dealing with some or all of the concerning behaviors identified below. Additional members from the campus community may be included as ad-hoc members to address a specific situation.

The TABIT members will serve the following major functions:

1. Provide consultation and support to faculty, staff, administration, and students in assisting individuals who display concerning behaviors;
2. Educate the campus community about methods, techniques, and strategies employed in the prevention of violence on campus;
3. Gather information to assess situations involving individuals who display concerning behaviors;
4. Recommend appropriate intervention strategies or disciplinary sanctions;
5. Connect individuals with needed campus and community resources; and,
6. Monitor ongoing behavior of individuals who have displayed concerning behavior.

### **Meetings**

The TABIT will meet regularly to discuss topics related to student or employee behavior, intervention, and violence prevention. Additional meetings will be held to assess, intervene, and monitor student or employee concerns brought to the attention of the Threat Assessment and Behavioral Intervention Team. Appendix A provides the listing of TABIT members.

### **Reporting Process**

The overall goal of the Threat Assessment and Behavioral Intervention Team is to promote a safe environment for all individuals. By encouraging all members of the IECC district to report behaviors that are concerning, the Threat Assessment and Behavioral Intervention Team (TABIT) will be able to reach out to intervene, provide support, and connect them with resources that can assist them. As such, the TABIT will request that the campus communities report all concerning behaviors.

### **Examples of Concerning Behaviors**

A concerning behavior is a questionable, suspicious, or inappropriate behavior that may be presented through someone's appearance, spoken or written words, or specific actions. Examples of concerning behaviors include but are not limited to:

- Disruptive behaviors which regularly interfere with classroom environment or management
- Notable change in academic performance – poor or inconsistent preparation
- Notable change in behavior or appearance
- Impairment of thoughts – verbal or written
- Overly aggressive behaviors toward others
- Inability to set limits or re-direct focus
- Poor decision-making and coping skills
- Inappropriate or strange behavior
- Low frustration tolerance
- Overreaction to circumstances
- Lack of resiliency
- Writings and comments endorsing violence
- Unusual interest in violence
- Indirect or direct threats in writings or verbalizations
- Lack of empathy and concern for others

- Inability to demonstrate care
- Anger management problems
- Threats to others
- Appearance of being overly nervous, tense or tearful
- Expression of suicidal thoughts or feelings of hopelessness

### **Behavioral Incident Report**

The Behavioral Incident Report (see form in Appendix B) is designed to enable faculty, staff, and students to voluntarily report concerning behaviors that may raise concerns and incidents of misconduct at Illinois Eastern Community Colleges. An incident, in this context, is an event that does not warrant immediate intervention. **In the event of an emergency that requires immediate intervention, call 911.**

The Behavioral Incident Report will provide a mechanism for responding to employee and student incidents and will reveal patterns of concerning behaviors. It will also provide aggregate data on the nature and frequency of disruptions at Illinois Eastern Community Colleges. This report provides a standardized method for recording observations of troublesome behaviors and for alerting staff of potential concerns.

In accordance with the IECC’s Policy on Student Conduct [500.8](#) and the Employee Suspension Policy [400.10](#), information provided in the Behavioral Incident Report may also be considered in determining appropriate disciplinary action.

Any student or employee with concerns about another student or employee may submit a Behavioral Incident Report form. Any individual submitting the form can identify themselves in the report or can submit anonymously. ~~A student seeking to submit a concern about another student is encouraged to discuss their concerns with the College Dean prior to submitting the report; however, it is not required.~~ Behavioral Incident Reports concerning a student’s behavior should be submitted to the Dean of Students. Behavioral Incident Reports concerning an employee’s behavior should be submitted to the IECC Executive Director of Human Resources.

## **PART II – Threat Assessment and Interventions**

### **Assessment Process**

While there is no single set of warning signs that reliably predict student behavior, employee behavior, or campus violence; the threat assessment and behavioral intervention process looks for behavioral evidence that a person is planning, preparing to act out inappropriately, or carry out some type of threat. Assessment is designed to distinguish between threatening and non-threatening cases in order to ensure the safety of the student or individual of concern and any others potentially involved.

Assessment assists in early identification of situations that may pose a threat to others, creates a baseline of information against which to assess future behavior, and provides a means for implementing interventions to increase the likelihood of a positive and safe resolution.

### **Information Gathering**

Once a Behavioral Incident Report has been received by the Dean of Students or other appropriate administrator, the TABIT team member(s) at the college or District Office will implement the assessment process. The most appropriate time to include the employee or the student in the process will be considered on a case-by-case basis. Appendix C provides a Threat/Behavioral Assessment Checklist to be used by the TABIT team member in assessing risks for potential violence.

In general, TABIT will gather preliminary information regarding the concern and then a team member will interview the referred person as part of the initial assessment process. The interview will provide an opportunity for the individual to share his/her concerns about the situation and ask for needed assistance in solving it. Information gained in this initial interview will be helpful in determining appropriate intervention strategies.

The process may include any of the following data gathering processes:

- Interviews with all available parties with information about the situation

- Interviews with the person alleged to have displayed inappropriate/concerning behavior
- Assessment by counselor/mental health professional
- Interview with any identified potential targets of inappropriate/concerning behavior
- Contacting a student's or individual's parents or family members
- Review of student's or individual's academic and disciplinary history
- Review of employee's personnel file
- Legal/criminal background check
- Implementation of the Threat/Behavioral Assessment Checklist (Appendix D) and other threat assessment models appropriate to the situation

### Levels of Risk

Based on all data gathered, TABIT will utilize the following scale to determine the level of risk that the behavior/situation poses to the student or employee and to others.

**Low risk** – There is no serious threat to the student or employee of concern, or others. At this level, any concerns can generally be resolved by addressing the conflict or dispute between the parties involved. Counseling and follow-up support may be recommended. Generally, in this situation, the individual can acknowledge the inappropriateness of the behavior and engage in behavior to make amends with the other party. These individuals may be experiencing mental health problems but their conduct is not generally in violation of IECC's Policy on Student Conduct.

**Moderate risk** – At this level, there may be a threat to self or others that could be carried out although there is no evidence that the employee or student has taken the preparatory steps. These individuals generally experience mental health problems and are displaying concerning behaviors.

**High risk** – At this level, there appears to be an imminent and serious danger to the safety of the student or employee of concern, or others. It appears that specific steps have been taken to carry out a plan to harm. Inform all appropriate administrators and/or personnel of any high risk behavior or situation.

### Intervention Strategies

In most cases, a student or employee displaying concerning behaviors is willing to work with the college and obtain the assistance necessary to complete their educational program or continued employment. When an individual is in distress, feeling that they have support for resolving the concern may serve as prevention and provide the opportunity for student learning or continued employment.

Based on the behavior displayed and the assessment by the TABIT, the Team may make any of the following recommendations for intervention. Recommendations are made in consultation with appropriate college department or administrator who takes any final action.

**Referral to college and/or community resources** – The TABIT may refer the student to Student Services or other support services for intervention and connection with appropriate college and community resources. The TABIT may refer the employee to the Human Resources department or other support services for intervention and connection with appropriate college and community resources.

**Voluntary withdrawal from classes** – Based on discussion with a counselor or member of the TABIT, the student may choose to temporarily take time away from the college to deal with other concerns. The student may re-enter the college during any future semester.

**Referral to disciplinary process** – The TABIT will make this referral to the [College Dean/Dean of Students](#) when it is determined that the student behavior may be in violation of the student code of conduct. The TABIT will make this referral to the Director of Human Resources when it is determined that the employee behavior may require disciplinary action.

**Mandatory direct threat/safety assessment** – The TABIT members may recommend that students or employees determined to be at high risk for danger to self or others be required to participate in a mandatory assessment by a

mental health consultant. The mental health consultant will conduct an assessment of direct threat, provide assistance in gaining access to emergency care as needed, assist the student or employee in establishing ongoing treatment as needed, and provide feedback and recommendations to the TABIT.

**Suspension** – The TABIT may recommend that students or employees determined at high risk for danger to self or others be temporarily removed from the college based on imminent safety concerns. Generally, the interim suspension will require a mandatory direct threat/safety assessment evaluation prior to return.

**Involuntary withdrawal from classes** – In extremely high risk situations, the TABIT may find it necessary to recommend an expulsion for a student who exhibits dangerous behavior and will not comply with the requests of the TABIT or agree to a voluntary withdrawal. Involuntary withdrawals will be determined based on the opinion of the mental health consultant that the student poses an imminent risk of serious harm to self or others. The length of withdrawal and conditions for re-enrollment at the college will be determined by the ~~College Dean~~Dean of Students at the time the withdrawal is imposed.

**Criminal Charges** – Students or employees who have engaged in behavior that may be in violation of local, state, or federal law may be referred for criminal prosecution. The TABIT will make this referral to the ~~College Dean~~Dean of Students when it is determined that the student’s behavior may be in violation of the student code of conduct. The TABIT will make this recommendation to the Chancellor when it is determined that the employee’s behavior may be in violation of local, state, or federal law.

**Follow-up and Monitoring** – In addition to any of the specific intervention strategies described previously, the TABIT will determine a plan for follow-up monitoring of each student or employee. This may include checking with faculty and staff regarding student behavior, checking with supervisors regarding employee behavior, and periodic meetings of the student or employee and an assigned counselor or TABIT member.

### **Feedback to Referring Individual**

In accordance with FERPA, following assessment and intervention with the student of concern, the TABIT will provide feedback to the referring individual as appropriate.

### **Record Keeping**

All records of the TABIT pertaining to students and/or employees will be stored in the office of the Chair of the Threat Assessment & Behavioral Intervention Team.

## **PART III – Related IECC Policies and Procedures**

**Preventing Sexual Misconduct Policy and Procedure 100.31.** Addresses prevention and responding to incidents of sex-based harassment, including sexual harassment, sexual assault, sexual exploitation, domestic violence, dating violence, sexual violence, or stalking. [www.iecc.edu/titleix](http://www.iecc.edu/titleix)

**Campus Safety and Security Policy 500.17.** Addresses crime prevention, college security procedures, and programs to prevent drug and alcohol abuse. [www.iecc.edu/safety](http://www.iecc.edu/safety)

**Alcohol-free/Drug-free Campus Policy 100.9.** Addresses drug prevention initiatives, as well as education, rehabilitation, and treatment. [www.iecc.edu/drugfree](http://www.iecc.edu/drugfree)

### **Emergency Response and Alerts**

Emergency response procedures for each campus can be found here: [www.iecc.edu/emergencyplans](http://www.iecc.edu/emergencyplans)

IECC provides a free emergency notification system for students, employees, and community members. Emails and/or texts will inform subscribers of emergencies on campus. Sign-up is available at [www.iecc.edu/alerts](http://www.iecc.edu/alerts).

## Appendices

### Appendix A - Threat Assessment and Behavioral Intervention Team (TABIT) /Campus Violence Prevention Committee

The following have been appointed by the Chancellor to serve on the Threat Assessment and Behavioral Intervention Team (TABIT):

<b>Chair</b>	Libby McVicker	Program Director, Grants & Compliance	District Office
<b>Members</b>	Andrea McDowell	Executive Director of Human Resources	District Office
	Paul Tait	Manager of Technology Infrastructure	District Office
	Megan Black	Director of Dual Credit	Frontier Community College
	Linda Monge	Mathematics Instructor	Frontier Community College
	Lori Noe	Director of Instructional Support Services	Frontier Community College
	Cyndi Boyce	Dean of Instruction	Lincoln Trail College
	Rena Gower	Director of Learning Commons	Lincoln Trail College
	Phil Thorsen	Psychology/Social Science Instructor	Lincoln Trail College
	Tyler Boyles	Automotive Instructor	Olney Central College
	Nick Short	Life Science Instructor/ Head Women's Softball Coach/ Athletic Director	Olney Central College
	Kaitlyn Weger	Learning Commons Specialist	Olney Central College
	Ronda Hockgeiger	Social Services Instructor	Wabash Valley College
	Karissa Anderson	Director of Learning Commons	Wabash Valley College
	Drew McMurray	History/Political Science Instructor	Wabash Valley College

The Chancellor shall update Appendix A as necessary.

## Appendix B - Behavioral Incident Report

The Behavioral Incident Report is designed to enable faculty, staff, and students to voluntarily report any behaviors that may raise concerns and incidents of misconduct at Illinois Eastern Community Colleges. An incident, in this context, is an event that does not warrant immediate intervention. **In the event of an emergency that requires immediate intervention, call 911.**

The Behavioral Incident Report will provide a mechanism for responding to individual incidents and will reveal patterns of concerning behaviors of specific students or individuals. It will also provide aggregate data on the nature and frequency of disruptions at Illinois Eastern Community Colleges. This report provides a standardized method for recording observations of troublesome behaviors and for alerting staff of potential concerns. Information provided in the Behavioral Incident Report may also be considered in determining sanctions for students found in violation of IECC's Student Code of Conduct.

### Information: (please enter as much information as possible)

Name of individual \_\_\_\_\_ ID # \_\_\_\_\_

Address \_\_\_\_\_ Phone # \_\_\_\_\_

### Incident Information:

Date of incident \_\_\_\_\_ Date form completed \_\_\_\_\_

Class/Location of incident \_\_\_\_\_ \_\_\_ FCC \_\_\_ LTC \_\_\_ OCC \_\_\_ WVC \_\_\_ DO

Time of incident (approximate) \_\_\_\_\_

\*Name of person reporting incident \_\_\_\_\_ \*Phone # \_\_\_\_\_

\*Email Address \_\_\_\_\_

Are you a \_\_\_ student \_\_\_ employee \_\_\_ other (please explain) \_\_\_\_\_

Name (s) of others involved \_\_\_\_\_

Please provide a detailed description of the incident, paying particular attention to the behaviors of the person. Concrete, specific observations are most useful. Avoid providing judgments, assessments, and opinions:

Please describe conversations you have had with the person and any action you have taken regarding the incident.

### PLEASE SUBMIT COMPLETED FORM TO THE DEAN OF STUDENTS

\*Individuals are allowed to make anonymous reports, however if a name is not provided it may hamper the TABIT's ability to seek follow up information that may be critical in determining an appropriate course of action. If a name is provided, the team will provide feedback regarding actions taken.

## Appendix C - Threat/Behavioral Assessment Checklist

This checklist is designed to be used by the Threat Assessment and Behavioral Intervention Team (TABIT) in assessing risks for potential violence by someone who has made a threat (verbally or in writing) or whose actions are suspicious enough that a reasonable person might believe that the person may be prone to violence. This checklist will be used in conjunction with other assessment and intervention tools.

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Last Name	First Name	Middle Initial	Student ID or Date of Birth
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### Observed or known behaviors:

- has access to weapons
- appears to have fascination with weapons or explosives
- is knowledgeable about or has used weapons
- has history of bringing weapon to school
- has made recent threats to act out violently
- has provided evidence of making plans to act out violently, named a specific target for violence
- history of arrests/convictions for violent acts
- identifies contingencies that would provoke an act
- is brooding over an event in which he/she was perceived to be unfairly treated
- expresses unreasonable feelings of being persecuted by others
- has experienced a recent life stressor or event
- appears to be a loner and reveals having no close friend
- has a history of being bullied or teased
- does not show concern for legal or personal consequences
- appears to lack appropriate empathy or remorse
- has threatening and/or loud speech, disorganized speech
- is observed as maintaining prolonged stares
- is observed with signs of agitation (pacing, clenched fists, etc.)
- reveals feelings of depression, hopelessness, despair
- refuses to communicate
- known to abuse alcohol or to use illicit drugs
- constantly blames others and refuses to take responsibility
- identifies with offenders, praises other school violence events
- engaged in property damage
- other students/staff/faculty are afraid of this student
- says they have no options or there is no way out for them
- appears suicidal
- prior suicide attempts and self-infliction of injuries
- history of obsessively following or stalking others
- has thought insertion, someone putting thoughts into their head
- auditory, command, or visual hallucinations
- diminished self-care (dirty, disheveled, poor hygiene)
- psychiatric disorder diagnosis
- gang membership

### Crisis Intervention Risk Level Assessment:

- High Risk
- Moderate Risk
- Low Risk

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Threat Assessment and Behavioral Intervention Team Member

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Date

## References

- Armada, G. (1999). *Coping with Misconduct in the Classroom: A Practical Model*. Asheville, NC: College Administration Publications.
- Cornell, Dewey (Winter 2008). *Threat Assessment on the College Campus. Leadership Exchange*. National Association of Student Personnel Administrators (pp. 8-14).
- Dunkle, J.H., Silverstein, Z. B. , & Warner, S.L. (2008): *Managing Violent and Other Troubling Students: The Role of Threat Assessment Teams On Campus*. Journal of College and University Law, Vol. 34, No.3 (pp. 585-636).
- FBI Academy, National Center for the Analysis of Violent Crime, Critical Incident Response Group: *The School Shooter: A Threat Assessment Perspective*. Available at <https://eric.ed.gov/?id=ED446352>.
- National Center for Higher Education Risk Management (2008) *Risk Mitigation Through the NCHERM Behavioral Intervention and Threat Assessment Model*.
- Pavela, G. (April 17, 2008) *Threat Assessment: An Interview with Marisa R. Randazzo, Ph.D.* Association for Student Judicial Affairs Law and Policy Report.
- Pavela, G. (February 21, 2008) *Creating a College Threat Assessment Program: An Interview with*. Association for Student Judicial Affairs Law and Policy Report.
- Pavela, G. (2000). *A Model Code of Student Conduct: Applying the Power of Association on Campus*. Asheville, NC: College Administration Publications. Available at [www.collegepubs.com](http://www.collegepubs.com).
- State of Illinois Campus Security Task Force Report to the Governor (April 2008). Available at [https://www2.illinois.gov/ready/SiteCollectionDocuments/CSTF\\_Report\\_Part1.pdf](https://www2.illinois.gov/ready/SiteCollectionDocuments/CSTF_Report_Part1.pdf).
- Stevens, E. (1999). *Due Process in Higher Education: A Systemic Approach to Fair Decision Making*. ASHEERIC Higher Education Report (Vol. 27, No. 2). Washington, DC: The George Washington University, Graduate School of Education and Human Development.
- University of Maryland (2008) *Behavioral Evaluation & Threat Assessment Resource Group*.
- Virginia Tech (2006). *Responding to Disruptive or Threatening Student Behavior: A Guide for Faculty*. Blacksburg, VA: Virginia Tech. Available online at [https://dos.vt.edu/content/dam/dos\\_vt\\_edu/assets/doc/responding\\_to\\_students\\_in\\_distress.pdf](https://dos.vt.edu/content/dam/dos_vt_edu/assets/doc/responding_to_students_in_distress.pdf).

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: September 17, 2024  
RE: SAFE Memoranda of Understanding

As required by the Preventing Sexual Violence in Higher Education Act, and referenced in IECC Policy and Procedure 100.42, IECC must have confidential advisors available to a student or employee who experiences sexual violence, should they choose to seek their services. A confidential advisor is a person who has received 40 hours of training previously and 6 hours of ongoing training annually to provide emergency and ongoing support to student survivors of sexual violence. IECC wishes to enter into memoranda of understanding with:

*Sexual Assault and Family Emergencies (SAFE) a not-for-profit corporation, Vandalia, Illinois*

I ask the Board's approval of this Memoranda of Understanding.

RG/mf

Attachments

## MEMORANDUM OF UNDERSTANDING

BETWEEN

SEXUAL ASSAULT AND FAMILY EMERGENCIES

and

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

This agreement is made by and between Sexual Assault and Family Emergencies (herein after called SAFE) a not-for-profit corporation, with primary offices located at 1410 Sunset Drive, Suite G, Vandalia, Illinois 62471 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2024 through July 31, 2025. Said parties respectively do hereby agree as follows:

### Section I: Definitions

**Survivor:** a student who has experienced sexual violence, dating violence or stalking while enrolled in higher education.

**Confidential Advisor:** a person, contracted by a higher education institution to provide emergency and ongoing support to student survivors, who has completed 40 hours of training on sexual violence and completes 6 additional hours of training on sexual violence annually.

**Comprehensive Policy:** a policy created and implemented by a higher education institution to address student allegations of sexual violence, domestic violence, dating violence, and stalking. The components of this policy are outlined in the Preventing Sexual Violence in Higher Education Act, Public Act 099-0426.

### Section II: Description of Services

All services to survivors, provided by SAFE will be within the guidelines of the Preventing Sexual Violence in Higher Education Act 110 ILCS 155/1-99 and within the bounds of the Confidentiality of Statements made to Rape Crisis Personnel 735 ILCS 5/8-802.1. This includes providing 24 hour emergency support, as well as facilitating ongoing support related to the institution's administrative processes on handling sexual violence, domestic violence, dating violence or stalking, providing information and support on reporting to law enforcement agency with jurisdiction over the matter, seeking emergency medical treatment, campus support services or community support services outside of SAFE (when necessary) and information on protective orders. SAFE will provide this service in a manner that protects the student's privacy and rights under the law. Note: SAFE does not directly provide services for domestic violence; however, SAFE will refer any survivors of such to the appropriate community-based domestic violence support agency.

### Section III: SAFE Services and Responsibilities

1. A SAFE advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40 hour training on sexual violence and received required training by ICASA will be on-call to

provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provided the contact information of the 24-hour SAFE hotline. Upon receiving a request for SAFE services through the hotline a call is made to the SAFE advocate on call. Upon receiving the call, the SAFE advocate will respond to the request over the phone within 15 minutes.

2. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information, information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made.
3. If the student is within the 11-county area SAFE serves the SAFE advocate can assist with accompaniment to a police station, administrative hearings, or court proceedings. Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.
4. SAFE will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
5. Provide the Institution with brochures and literature on how to contact SAFE in addition to SAFE services and their role as Confidential Advisors to the Institution.
6. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.
7. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

#### **Section IV: The Institution's Services and Responsibilities**

Regarding linkage to crisis intervention services for student survivors, the Institution will:

1. Ensure students have knowledge of SAFE hotline number and how to call immediately for assistance. SAFE will provide support to any student survivor of sexual violence regardless of gender or age. The obligation to make a confidential advisor available to all students is outlined in the Preventing Sexual Violence in Higher Education Act.
2. Provide SAFE with up to date information on the Institution's comprehensive policy on preventing sexual violence. This includes but is not limited to information on the administrative processes, campus reporting options, interim protective measures,

accommodations, complaint resolution procedures and Title IX Coordinator contact information.

3. Provide SAFE with information on campus support services such as counseling and onsite medical services, if applicable.
4. Adhere to all aspects of the Preventing Sexual Violence in Higher Education Act, including but not limited to allowing SAFE to liaise with necessary campus authorities to secure interim protective measures and accommodations for the survivor.
5. Schedule annual training for any employee of higher education institution who is involved in the receipt of a student report of an alleged incident of sexual violence, domestic violence, dating violence or stalking, the referral or provision of services to a survivor, or any campus complaint resolution procedure that results from an alleged incident of sexual violence, domestic violence, dating violence or stalking. Training will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

**Section V: Additional Considerations**

Both the Institution and SAFE will designate liaisons to maintain communication between both parties. These liaisons must have access to statistical information regarding services to survivors and be in a position to make decisions should there be a question about policy, procedure, or clarification regarding the roles of SAFE or the Institution.

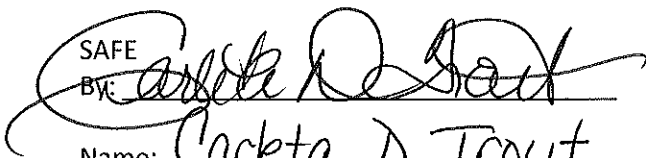
The liaison for the Institution is:

Name: Libby McVicker  
Title: Program Director of Grants & Compliance  
Phone: 618-393-3491  
Email: [mcvickero@iecc.edu](mailto:mcvickero@iecc.edu)

The Liaison for SAFE is:

Name: Carleta D Trout  
Title: SAFE Executive Director  
Phone: 618-283-1414  
Email: [ctrout@safecrisiscenter.org](mailto:ctrout@safecrisiscenter.org)

**Agreed:**

SAFE  
BY:   
Name: Carleta D. Trout  
Title: Executive Director

Institution  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: September 17, 2024  
RE: PREVAIL Memoranda of Understanding

As required by the Preventing Sexual Violence in Higher Education Act, and referenced in IECC Policy and Procedure 100.42, IECC must have confidential advisors available to a student or employee who experiences sexual violence, should they choose to seek their services. A confidential advisor is a person who has received 40 hours of training previously and 6 hours of ongoing training annually to provide emergency and ongoing support to student survivors of sexual violence. IECC wishes to enter into memoranda of understanding with:

*Prevail Illinois, a not-for-profit corporation, Robinson, Illinois*

I ask the Board's approval of this Memoranda of Understanding.

RG/mf

Attachments

MEMORANDUM OF UNDERSTANDING

BETWEEN

PREVAIL ILLINOIS

and

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529

This agreement is made by and between Prevail Illinois, a not-for-profit corporation, with primary offices located at - 825 18<sup>th</sup> Street, Suite 409, Charleston IL 61920 and Illinois Eastern Community Colleges (herein after called higher education institution). This agreement is in effect from August 1, 2024 through July 31, 2025. Said parties respectively do hereby agree as follows:

**Section I: Definitions**

**Survivor:** a student who has experienced sexual violence, dating violence, or stalking while enrolled in higher education.

**Offenders:** A student who has been accused or convicted of perpetrating sexual assault/violence. Prevail Illinois does not work with offenders.

**Confidential Advisor:** a person who provides emergency and ongoing support to student survivors, who has completed 40 hours of training on sexual violence and completes 6 additional hours of training on sexual violence annually.

**Comprehensive Policy:** a policy created and implemented by a higher education institution to address student allegations of sexual violence, domestic violence, dating violence, and stalking. The components of this policy are outlined in the Preventing Sexual Violence in Higher Education Act, Public Act 099-0426.

**Section II: Description of Services**

All services to survivors, provided by Prevail Illinois will be within the guidelines of the Preventing Sexual Violence in Higher Education Act 110 ILCS 155/1-99 and within the bounds of the Confidentiality of Statements made to Rape Crisis Personnel 735 ILCS 5/8-802.1. This includes providing 24 hour emergency support, as well as facilitating ongoing support related to the institution's administrative processes on handling sexual violence, domestic violence, dating violence or stalking, providing information and support on reporting to law enforcement agency with jurisdiction over the matter, seeking emergency medical treatment, campus support services or community support services outside of Prevail Illinois (when necessary) and information on protective orders. Prevail Illinois will provide this service in a manner that protects the student's privacy and rights under the law. Note: Prevail Illinois does not directly provide services for domestic violence; however, Prevail Illinois will refer any survivors of such to the appropriate community-based domestic violence support agency. Prevail Illinois also does not provide services to anyone accused or convicted of perpetrating sexual assault/violence.

**Section III: Prevail Illinois Services and Responsibilities**

1. A Prevail Illinois advocate/crisis counselor (hereinafter referred to as Advocate) who has attended a 40 hour training on sexual violence and received required training by ICASA will

be on-call to provide telephone crisis counseling and advocacy for any survivor as defined by this agreement. These services will be available 7 days a week, 24 hours a day. The Institution's designated liaison (named in Section V) will be provide the survivor with the contact information of the 24-hour Prevail Illinois hotline. Upon receiving a request from the survivor for Prevail Illinois services through the hotline, a call is made to the Prevail Illinois advocate on call. Upon receiving the call, the Prevail Illinois advocate will respond to the request over the phone within 15 minutes.

2. The following services may be provided by the Advocate: crisis counseling, information on campus administration process, interim protective measures, local hospital and law enforcement information, information on victim's rights, referrals to services for on campus support and other outside community organizations and appropriate follow-up services. A phone call will be made to the survivor within 24 hours of the requests made by the survivor.
3. If the student is within the 9-county area Prevail Illinois serves (Coles, Crawford, Cumberland, southern Clark, Edwards, Jasper, Lawrence, Richland, and Wabash) the Prevail Illinois advocate can assist with accompaniment to a police station, administrative hearings, or court proceedings. Accompaniment to Hospital ER rooms is also provided. Appropriate referrals will be made after an assessment is completed.
4. Prevail Illinois will provide counseling/advocacy services in accordance with the policies of Illinois Coalition Against Sexual Assault (ICASA) community-based sexual assault crisis centers.
5. Provide the Institution with brochures and literature on how to contact Prevail Illinois in addition to Prevail Illinois services and their role as Confidential Advisors to the Institution.
6. Provide the Institution with as-needed support and assistance in ensuring compliance with Preventing Sexual Violence in Higher Education Act, including but not limited to consultation; drafting or reviewing of comprehensive policies to address sexual violence; informational notices to students; curriculum development of student workshops on sexual violence; as well as answering questions related to student disclosures and needed faculty support.
7. Provide Institution with an aggregated report of calls originating from the Institution's students, with basic non-identifying information on a scheduled basis. Information will only be provided within the bounds of the Confidentiality of Statements Made to Rape Crisis Personnel 735 ILCS 5/8-802.1.

#### **Section IV: The Institution's Services and Responsibilities**

Regarding linkage to crisis intervention services for student survivors, the Institution will:

1. Ensure students have knowledge of Prevail Illinois hotline number and how to call immediately for assistance. Prevail Illinois will provide support to any student survivor of sexual violence regardless of gender or age. The obligation to make a confidential advisor available to all students is outlined in the Preventing Sexual Violence in Higher Education Act.
2. Provide Prevail Illinois with up-to-date information on the Institution's comprehensive policy on preventing sexual violence. This includes but is not limited to information on the

administrative processes, campus reporting options, interim protective measures, accommodations, complaint resolution procedures and Title IX Coordinator contact information.

3. Provide Prevail Illinois with information on campus support services such as counseling and onsite medical services, if applicable.
4. Adhere to all aspects of the Preventing Sexual Violence in Higher Education Act, including but not limited to allowing Prevail Illinois to liaise with necessary campus authorities to secure interim protective measures and accommodations for the survivor.
5. Schedule annual training for any employee of higher education institution who is involved in the receipt of a student report of a reported incident of sexual violence, domestic violence, dating violence or stalking, the referral or provision of services to a survivor, or any campus complaint resolution procedure that results from an alleged incident of sexual violence, domestic violence, dating violence or stalking. Training will include topics relating to and serving survivors of sexual assault and survivor-centered trauma informed response.

### Section V: Additional Considerations


Both the Institution and Prevail Illinois will designate liaisons to maintain communication between both parties. These liaisons must have access to statistical information regarding services to survivors and be in a position to make decisions should there be a question about policy, procedure, or clarification regarding the roles of Prevail Illinois or the Institution.

The liaison for the Institution is:

Name: Libby McVicker  
Title: Program Director of Grants & Compliance  
Phone: 618-393-3491  
Email: [mcvickero@iecc.edu](mailto:mcvickero@iecc.edu)

The Liaison for Prevail Illinois is:

Name: Eileen Gebbie  
Title: Executive Director  
Phone: 217-348-5033  
Email: [eileen.gebbie@prevailil.org](mailto:eileen.gebbie@prevailil.org)

Agreed: **DocuSigned by:**  
  
Prevail Illinois  
By: \_\_\_\_\_ E3218AA4390244E...  
Name: Eileen Gebbie  
Title: Executive Director

Institution  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

7/10/2024

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: September 17, 2024

RE: IECC/ Wabash General Hospital MOU for Paramedic Education Program

IECC and WGH have been working collaboratively to launch a Paramedic Education Program for the IECC district.

The attached Memorandum of Understanding sets the groundwork for the partnership, and it details the roles, responsibilities, and expectations of each party involved.

This is a recommended document that needs to be submitted with the program application to the Committee on Accreditation of Educational Programs for the MS Professions, CoAEMSP.

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

RG/sk

Attachments

Memorandum of Understanding between  
Illinois Eastern Community Colleges and Wabash General Hospital

This Memorandum of Understanding is for the creation of a partnership between Illinois Eastern Community Colleges (IECC) and Wabash General Hospital (WGH) to provide a Paramedic education program. This agreement is entered into this XX<sup>th</sup> day of XXXXX 2024.

**I. REASON FOR AGREEMENT:**

Purpose: The purpose of this agreement is to create a partnership between Illinois Eastern Community Colleges and Wabash General Hospital to provide a Paramedic education program, including didactic, laboratory, hospital, and field internship learning experiences, thereby preparing competent entry-level Paramedic in the cognitive (knowledge), psychomotor (skills), and affective (behavior) learning domains.

Now therefore, in contemplation of this relationship between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

**II. JOINT RESPONSIBILITIES:**

1. Illinois Eastern Community Colleges and Wabash General Hospital will create a 4 - 8 member governing body comprised of equal number of representatives from ILLINOIS EASTERN COMMUNITY COLLEGES and Wabash General Hospital. The governing body shall meet at least annually and be responsible for:
  - (a) Approving the Goal(s) and Learning Domains of the Paramedic education program.
  - (b) Approving the program Advisory Committee membership.
  - (c) Approving the Program Director.
  - (d) Approving the Medical Director(s).
  - (e) Approving the faculty and instructional staff or delegating that designating authority to the appropriate Dean.
  - (f) Ensuring that the educational program has adequate resources.
  - (g) Approving the curriculum of the program.
  - (h) Ensuring that the provisions of fair practices are met.
  - (i) Ensuring all activities of the educational program meet the Commission on Accreditation of Allied Health Education Programs (CAAHEP) *Standards*.

- (j) Ensuring that policies are established that govern the operation of the Paramedic education program.
  - (k) Setting the number of students to be admitted to the educational program.
  - (l) Ensuring the periodic assessment of the program's effectiveness in achieving its stated goals and learning domains and reporting such results.
  - (m) Maintaining minutes of all meetings of the Governance Committee, including documentation of fulfillment of its role and responsibilities.
2. WABASH GENERAL HOSPITAL will provide the Program Director for the Paramedic education program. The Program Director shall report to the appropriate Dean of Illinois Eastern Community Colleges. The Program Director will have the following responsibilities, including, but not limited to:
- a. Administration, organization and supervision of the educational program;
  - b. Continue quality review and improvement of the educational program
  - c. Long-range planning and ongoing development of the program;
  - d. Effectiveness of the program and the development and implementation of processes for evaluating program outcomes and improving effectiveness;
  - e. Facilitation of a cooperative and collaborative work relationship with the Medical Director, Internship Preceptors, affiliate agency personnel and community;
  - f. Plan for, oversee, and submit program continued approval and annual reports and visits;
  - g. Coordinate the development of curriculum, including instructional objectives, and approve all methods of program evaluation;
  - h. Ensure that the curriculum is in compliance with regulatory standards and guidelines established by Illinois Department of Public Health (IDPH), CAAHEP, and the Committee on Accreditation for the EMS Professions (CoAEMSP);
  - i. Collaborate with faculty to ensure continuity in the delivery of the course/program content;
  - j. Ensure students have met the required terminal competencies and are eligible to take the National Registry Exam;
  - k. Verify and sign student course completion records;
  - l. Maintain student files in adherence to regulatory and college requirements;
  - m. Approve, supervise, orient, and mentor the principal instructors, field and hospital clinical preceptors, and the clinical and internship assignments;
  - n. Collaborate with faculty to determine supply and equipment needs, and provide oversight of the inventory;
  - o. Create and revise, as needed, the annual application to recruit, select, admit, and notify students into the paramedic education program;

- p. Oversee incoming student orientation and program completion ceremonies;
  - q. Chair EMS advisory committee meetings;
  - r. Identify appropriate clinical and field internship agencies and develop affiliation agreements;
  - s. Support and oversee student orientation for clinical and field internship placements;
  - t. Ensure preceptors are trained to reach and evaluate students in accordance with the program curriculum, as mandated by the regulatory bodies.
3. Illinois Eastern Community Colleges and Wabash General Hospital agree that meetings between the Program Director and appropriate faculty members should be held at least monthly to ensure the curriculum effectiveness of the program as well as the fulfillment of the other responsibilities. Meetings may be held more frequently and may be by email and/or electronic conversations.
  4. The curriculum shall meet the requirements of the *Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions*.
  5. Illinois Eastern Community Colleges will provide qualified instructors for the following program courses: EPM 2204 (Paramedic I), EPM 2205 (Paramedic II), EPM 2206 (Paramedic III), EPM 2210 (Paramedic Clinicals I), EPM 2211 (Paramedic Clinicals II), EPM 2212 (Paramedic Field Experience I), and EPM 2213 (Paramedic Field Experience II). These instructors shall be considered part-time faculty of Illinois Eastern Community Colleges and shall be under the direction of the Program Director and appropriate Dean of Illinois Eastern Community Colleges. These instructors will be paid by Illinois Eastern Community Colleges at the established part-time faculty rate in effect at the time the classes are taught.
  6. The tuition and fees for the program shall be set in accordance with Illinois Eastern Community Colleges' tuition and fees schedule, with subsequent review and approval by the governing body.
  7. Admission to the Paramedic Education program shall be based on criteria as set forth in the Paramedic Program Guidebook and/or other official Illinois Eastern Community Colleges publications. Each student must consent to the exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. Although Illinois Eastern Community Colleges shall obtain all required consents, Wabash General Hospital shall have the right to rely on such consents and to obtain copies of such consents upon request.
  8. Wabash General Hospital shall provide classrooms, equipment, and supplies for all courses it provides in the Paramedic curriculum. If a secondary location is required due to unforeseen circumstances, Illinois Eastern Community Colleges and Wabash General Hospital will come to a mutual agreement on the location, equipment, and supplies.

9. Illinois Eastern Community Colleges and Wabash General Hospital shall abide by all applicable State and Federal nondiscrimination laws. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status in either the selection of students for participation in the educational program, or as to any aspect of the educational program; provided, however, that with respect to disability, the disability must not be such as would even with reasonable accommodation, in and of itself, preclude the student's effective participation in the clinical program. Neither Illinois Eastern Community Colleges nor Wabash General Hospital guarantees acceptance of a specific number of students.
10. The Parties agree that during the student's enrollment in the program, the faculty shall be responsible for evaluation of the students' performance in accordance with established academic and clinical guidelines as set forth in the Paramedicine Program Guidebook. A student whose performance does not meet these established guidelines may be subject to academic probation or dismissed from the program according to the process established in the Paramedicine Program Guidebook. A student has the right to due process and may appeal such dismissal as provided for in the Paramedicine Program Guidebook and/or other official publication(s).
11. The students shall pay all tuition and fees to Illinois Eastern Community Colleges as well as be responsible for their books, uniforms, meals, and housing while enrolled in the program. Upon successful completion of all academic and other program requirements, a certificate will be awarded by Illinois Eastern Community Colleges.
12. Each student is required to complete health requirements as set forth in the Paramedicine Program Guidebook and/or other official publication(s) prior to commencement in the hospital/field activities of the program. Each student shall be required to provide proof of required immunizations as set forth in the Paramedicine Program Guidebook and/or other official publication(s) and must be able to perform his/her activities in the program in such a manner as to not pose a direct threat to the health or safety of others.
13. Both parties shall review this Agreement each year. Modification in the Agreement may be made by mutual consent at any time, so long as such modification is in writing and is signed by officials of all members. Either party may terminate this Agreement provided that Six (6) months' notice is given in writing. In the event of termination of the agreement it is understood that all students in good standing will have the option to complete the program within the allocated time according to the current Paramedicine program outline. It is further understood that the partnership will not dissolve until the current cohort has completed all required Paramedicine courses within the allocated time according to the current Paramedicine program outline.

14. If either party receives notice of possible loss of accreditation, that party shall be required to notify the other party in writing within five (5) working days. Illinois Eastern Community Colleges shall within a reasonable period of time notify all students attending the program of such loss or impending loss.
15. Unless either party gives written notice for termination of the Agreement, then this Agreement shall be automatically renewed each year for a period of one year.
16. Illinois Eastern Community Colleges and Wabash General Hospital acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any student or faculty member participating in the didactic, laboratory, hospital, or field internship training at any facility of Illinois Eastern Community Colleges or Wabash General Hospital unless such loss, injury, or damage results from the negligence or willful conduct of that party, its agents, officers, or employees.
17. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Illinois Eastern Community Colleges and Wabash General Hospital; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
18. Neither party is an agent, employee or servant of the other. Illinois Eastern Community Colleges and Wabash General Hospital acknowledge and agree that students participating in the didactic, laboratory, hospital, and field internship training of the Paramedic education program are not employees of Illinois Eastern Community Colleges or Wabash General Hospital by reason of such participation, and that neither party assumes any responsibilities to the student participants that may be imposed upon an employer under any law, regulation, or ordinance. Student participants shall in no way hold themselves out as employees of Illinois Eastern Community Colleges or Wabash General Hospital.
19. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of Illinois Eastern Community Colleges or Wabash General Hospital from designating any patient as a non-teaching patient.
20. This document contains the entire understanding between the parties with respect to the partnership between Illinois Eastern Community Colleges and Wabash General Hospital to provide a Paramedic education program and merges within it any and all prior and/or contemporaneous negotiations, understandings, agreements, and representations, whether oral or written. This Agreement supersedes any and all prior and/or contemporaneous representation, negotiations, promises, covenants, or

discussions, if any, between the parties related to a partnership to provide a Paramedic education program.

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

**Illinois Eastern Community Colleges**

\_\_\_\_\_  
Authorized Representative Date

\_\_\_\_\_  
Title

**Wabash General Hospital**

\_\_\_\_\_  
Authorized Representative Date

\_\_\_\_\_  
Title

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: September 17, 2024  
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 renew the following agreements in a routine review of affiliation agreements. These agreements have previously been reviewed and approved by SEPC and are now cycling through on a standard renewal window:

**Standard Clinical**

Deaconess Gibson Hospital  
DeveloPeds Therapy LLC (PTA)  
Edwards County Ambulance Service  
Helia Healthcare of Olney, LLC  
Oakview Nursing and Rehab  
ProRehab, Inc. (PTA)  
Providence Medical Group  
Richland County TB and Health Office  
Richland Nursing & Rehab  
Wayne County Ambulance

**Negotiated Clinical**

Healthcare Therapy Services, Inc. (PTA)  
Lawrence County Memorial Hospital

**Non-Standard (Agency) Clinical**

The Carle Foundation  
Hospital Sisters Health System  
Indiana University Health, Inc. (PTA)  
Select Rehab (PTA)

**Non-Standard (Agency) Non-Clinical**

The Carle Foundation

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

RG/sc

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

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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 department director, supervisor, or Director of Nursing Service on behalf of the AGENCY, and by the IECC Faculty, Department Head, and/or Associate Dean, on behalf of DISTRICT #529.

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

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

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 IECC Faculty and students.

13. This agreement will remain in effect until July 1, 2026, at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their laboratory experience needed for graduation at the AGENCY.

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

ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT #529

Signature: \_\_\_\_\_

\_\_\_\_\_  
Chair, IECC Board of Trustees

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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 department director, supervisor, or Director of Nursing Service on behalf of the AGENCY, and by the IECC Faculty, Department Head, and/or Associate Dean, on behalf of DISTRICT #529.

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

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

12. This agreement will remain in effect until July 1, 2026, at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their laboratory experience needed for graduation at the AGENCY.

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

ILLINOIS EASTERN COMMUNITY  
COLLEGES DISTRICT #529

Signature: \_\_\_\_\_

\_\_\_\_\_  
Chair, IECC Board of Trustees

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

## **CLINICAL AFFILIATION AGREEMENT**

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

### **RECITALS**

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

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

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

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

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

### **ARTICLE I: JOINT RESPONSIBILITIES**

- 1.1 The Placement of Students will be cooperatively planned by the appropriate representatives of Carle and the School. Information regarding the number of Students to be assigned, the dates of assignment, and specific experience to be provided (including the proposed clinical areas and patient service facilities to be used by the Student and the type and extent of patient care the Student participates in) shall be planned jointly and agreed upon by School and Carle. Placement of Students is not guaranteed and will always depend on staff, space and availability.
- 1.2 Periodic meetings will be held to review and evaluate the Placement, and to attempt to resolve specific problems, which may interfere with the objectives of the Placement.
- 1.3 Problems arising with respect to Student shall be resolved jointly by Carle, School and the Student. Pending resolution of such problems, Carle may, at any time, restrict such

Student activities where it deems necessary for patient welfare, or the Student breaches Carle's rules and regulations.

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

## **ARTICLE II: SCHOOL RESPONSIBILITIES**

- 2.1 School will have total responsibility for academically preparing the Students in theoretical knowledge, basic skills, professional ethics, attitude and behavior prior to a Placement. School shall be responsible for assigning a Student to a Placement at Carle. School shall inform Carle as to curriculum and sequence and shall be advised of all courses and other clinical experiences of each Student. For a Placement at Carle, School is responsible for providing the Students with clear objectives and a plan of study and Carle will not be responsible for developing this plan.
- 2.2 School will appoint a representative to act as a coordinator of the Placement and to act as a liaison between Carle, School and the Student(s) in such matters as assignment and coordination of the Placement and administrative operations.
- 2.3 School will instruct Students to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- 2.4 School will provide Carle with forms, protocol and guidelines for evaluation of Student Placement and performance, and its policy regarding student absences during a clinical Placement. School will ensure that each Student completes the standard immunizations (including, but not limited to, COVID-19, Varicella, Tdap, TB and Hep B) prior to their Placement at any of Carle's facilities and shall otherwise meet all health standards required by School and Carle. These items must be available and provided to Carle upon request.
- 2.5 School shall inform Students that Carle is a drug free workplace and to comply with Carle's drug free workplace policies and procedures. Moreover, Students are prohibited from engaging in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance as listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. Section 812. By way of example, these controlled substances include marijuana or cannabis, cocaine, crack, PCP, heroin, morphine, LSD, and any prescription drugs obtained illegally.
- 2.6 School will give advance notice to Carle of any site visits by any accrediting agencies involved with the clinical education program. Carle has the right to refuse on-site visits according to its policies and procedures; provided however, that Carle will not unreasonably withhold consent to on-site visits.

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

conduct research or become involved with research activities unless it has complied with all requirements as set forth by Carle's Research Department and the Carle Institutional Review Board. Moreover, if research activities are required, School shall ensure that the liability insurance provided to Students covers the research activities and School shall provide to Carle evidence of such coverage.

### **ARTICLE III: CARLE RESPONSIBILITIES**

- 3.1 Carle agrees to provide the Student with access to its clinical facilities as appropriate for the Placement. In addition, Carle agrees to provide Students access to available education and instructional material within its library.
- 3.2 Students are to not participate in patient care except as identified for educational value as part of the jointly planned Placement, all under the supervision of a professional practitioner who is a member of Carle's staff. Students will be identified as such to all patients and will not participate in patient care if the patient objects.
- 3.3 It is understood that the Placement will not interfere with the primary mission of the care and treatment of the patient, which shall at all times remain the responsibility of Carle. Carle, at its sole discretion, may refuse access to its clinical areas or otherwise restrict activities of the Student when deemed necessary or desirable for patient care and welfare, or where the Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures. Consistent with the foregoing, attending physicians retain the right to refuse any Student authorization to engage in direct patient care activities.
- 3.4 Carle reserves the right to terminate the Student from Carle's clinical site at any time and for any reason related to the Student's performance at Carle in the interest of the safety and well-being of its patients and staff or where the Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures, including but not limited to those related to confidentiality of patients and employees, and Carle's drug free workplace policy. Prior to such termination, Carle shall consult with appropriate School representative and the Student at issue.
- 3.5 Carle maintains the right to refuse Student Placements based on the ability to provide an appropriate preceptor, space/volume issues.
- 3.6 All records kept by Carle relating to a Student's performance during the Placement, except for those containing a patient's protected health information, shall be made available to the Parties hereto and to the Student, and not to other persons, as required by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g).
- 3.7 Carle will, at commencement of a Student's Placement, provide the Student with an orientation as to Carle's rules, regulations and policies, as well as standards and practices relevant to the Placement as Carle deems necessary.

### **ARTICLE IV: STUDENT RESPONSIBILITIES**

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

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

#### **ARTICLE V: CONFIDENTIALITY**

- 5.1 School, its Students, and any of its visiting faculty shall not disclose Confidential Information (defined below) and will use best efforts to prevent unauthorized disclosure of such information. If it becomes necessary to make such disclosure, the Parties shall enter into a separate confidentiality agreement prior to making such disclosure. The foregoing obligations shall not apply to the extent that (i) such information becomes generally available to the public other than as a result of an improper disclosure by the School, its Students or its visiting faculty, or (ii) such information was available to the other Party on a non-confidential basis prior to its disclosure hereunder, or (iii) such Parties are required by law to disclose, file or register the same, or (iv) Carle has consented to such disclosure being made.
- 5.2 Confidential information includes, but is not limited to, any information identified by either Party as “confidential” or “proprietary”, or which, under all of the circumstances, ought reasonably be treated as confidential and/or proprietary, including this Agreement.
- 5.3 It is the intent of the Parties to comply in all respects with the applicable provisions of the HIPAA Privacy and Security Regulations, 45 CFR parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 USC Section 1320 (d) et seq. (“HIPAA”), as it pertains to the Parties respectively. Each Party agrees not to use or disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “PHI”), concerning a patient other than as permitted by the requirements of HIPAA (or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations), or as may be required by law. PHI shall only be used by the Parties to accomplish the intended purpose of this Agreement and shall only be disclosed as required by law. Each Party agrees to use

appropriate safeguards to prevent use or disclosure of the PHI except use or disclosure specifically permitted pursuant to this Agreement or as may be required by law or court order. Notwithstanding the foregoing, no PHI is anticipated to be exchanged between Carle and the School. Furthermore, the Parties agree that solely for the purpose of defining the Students' role in relation to the use and disclosure of Carle's PHI, it is understood that each Student are considered a member of Carle's "workforce" as that term is defined by 45 CFR 160.103 when engaged in activities pursuant to this Agreement. Accordingly, neither the School nor any of its Students meet the definition of a Business Associate under HIPAA. As such, a Business Associate Agreement is not required. Provided, however, that if during the term of this Agreement, an exchange of PHI between Carle and the School is required, or the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate, as that term is defined in the federal privacy regulations, the School and Carle shall, upon a date mutually agreed by the Parties, execute a Business Associate Agreement.

## **ARTICLE VI: TERMINATION**

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

## **ARTICLE VII: GENERAL PROVISIONS**

- 7.1 Independent Contractor. In the performance of all duties and obligations, Carle, School, and Students are, at all times, independent contractors and not joint venturers, agents, partners or employers/employees of the other. Neither Party nor their respective faculty, staff, employees, Students or agents shall be or claim to be faculty, staff, employee, student or agent of the other. Each Party shall be responsible for payment on behalf of its employees any and all contributions and taxes imposed by local, state or federal law, including, but not limited to, taxes or contributions for social security, unemployment insurance, worker's compensation, old age retirement benefits, pensions and annuities, and agrees to provide indemnity for any such payment made by the other Party.

- 7.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
- 7.3 Assignment. Neither Party may assign this Agreement, or any portion of it, without prior written consent of the other Party.
- 7.4 Corporate Compliance. Carle has a corporate compliance plan, the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. School acknowledges Carle's commitment to corporate compliance and agrees the School, its Students and faculty, will conduct themselves in accord with applicable legal authority.
- 7.5 Warranty of Non-Exclusion. By execution of this Agreement, School represents and warrants to Carle that it and its Students and faculty participating in a Placement (collectively "School") have not (i) been excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program (as defined herein); (ii) been convicted of a criminal offense related to the provision of health care items or services; and (iii) arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from the participation in any Federal Health Care Program. School represents and warrants that it is not currently under investigation or otherwise aware of any circumstances that may result in School being excluded from participation in any Federal Health Care Program and that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g), has occurred or is pending or threatened against School. For the purpose of this Paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. This shall be an ongoing representation and warranty throughout the Term of this Agreement. School shall immediately notify Carle of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Carle the right to terminate the Agreement immediately for cause.
- 7.6 Entire Agreement. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Carle and School shall neither be entitled to benefits other than those herein specifically enumerated.
- 7.7 Execution. This Agreement and any amendment hereto, may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.
- 7.8 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.

- 7.9 Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matter to be construed in interpreting this Agreement. The Parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- 7.10 Marketing. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the Party whose name is to be used.
- 7.11 Notice. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

School:  
 Illinois Eastern Community Colleges  
 233 East Chestnut Street  
 Olney, IL 62450  
 Attn: Dean of Health Professions

Carle:  
 THE CARLE FOUNDATION  
 Human Resources  
 611 West Park Street  
 Urbana, IL 61801  
 Attn: HR Workforce Specialist

With a Copy To:  
 Carle Health  
 611 W. Park Street  
 Urbana, IL 61801  
 Attn: Legal Services

- 7.12 Statement of Non-Discrimination. Both Parties are committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender identity, sexual preference, age, veteran status or mental/physical disability.
- 7.13 Severability. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the Parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
- 7.14 Successors and Assigns. This Agreement shall extend to and be binding upon representatives, successors and assigns of the Parties. This provision, however, shall not

be construed to permit the assignment of this Agreement by either Party, except as may be permitted hereby.

7.15 Survival of Covenants. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.

7.16 Third Party Rights. Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.

7.17 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

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

**The Carle Foundation**

**School**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Carle Entities Covered by this Agreement:

- The Carle Foundation Hospital
- Carle Health Care Incorporated d/b/a Carle Physician Group
- Hoopston Community Memorial Hospital d/b/a Carle Hoopston Regional Health Center
- Richland Memorial Hospital Inc. d/b/a Carle Richland Memorial Hospital
- Champaign Surgery Center
- Arrow Ambulance, LLC
- Carle West Physician Group
- Carle BroMenn Medical Center
- Carle Eureka Hospital
- Methodist Medical Center of Illinois d/b/a Carle Health Methodist Hospital
- Proctor Hospital d/b/a Carle Health Proctor Hospital
- Pekin Memorial Hospital d/b/a Carle Health Pekin Hospital
- Proctor Health Systems d/b/a Carle Health Methodist Physician Group

### Specific programs Covered by this Agreement for Placement:

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

### Clinical Certificate and Degree Programs

- D350 Associate Degree in Nursing
- C335 Basic Nurse Assistant Training Program
- D292 Certified Medical Assistant
- C421 Emergency Medical Responder
- C414 EMT
- C196 Health Careers
- C192 Medical Assistant
- D249 Medical Laboratory Technician
- C339 Phlebotomy
- D346 Physical Therapist Assistant
- C340 Practical Nursing Certificate
- D327 Radiography

**CLINICAL AFFILIATION AGREEMENT  
BETWEEN  
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529  
AND  
HOSPITAL SISTERS HEALTH SYSTEM**

**THIS CLINICAL AFFILIATION AGREEMENT** (the "**Agreement**") is entered into by and between **Hospital Sisters Health System ("HSHS")** and **Illinois Eastern Community College District #529 for and on behalf of Frontier Community College, Lincoln Trail College, Olney Central College and Wabash Valley College** (individually and collectively "**the School**") (collectively, the "**Parties**" or separately, a "**Party**"). This Agreement shall be effective as of the date the last of the Parties executes this Agreement (the "**Effective Date**").

**WHEREAS**, HSHS operates clinics, hospitals, and other facilities, that have the ability to provide internship experiences (collectively the "**FACILITY**");

**WHEREAS**, the School desires to provide educational experiences to the students (hereinafter each a "**Student**" or collectively "**Students**") enrolled in one of the School's practical learning programs, as listed in **Exhibit A**, attached hereto and incorporated herein (hereinafter, each a "**Program**" or collectively the "**Programs**");

**WHEREAS**, Facility is willing to make available certain Facility sites, as listed in **Exhibit B**, attached hereto and incorporated herein, to the School, its employed faculty members, if applicable, and Students, dependent on availability and at the discretion of the Facility, for the purpose of providing practical learning and clinical experiences through the Programs, which will necessarily include some activities and tasks performed by each Student;

**WHEREAS**, requirements specific to each Program are set forth in **Exhibit C**;

**WHEREAS**, HSHS, and its affiliates have existing Academic Affiliation Agreements with the School, and their affiliates (hereinafter, "**Prior Agreements**"); and

**WHEREAS**, upon the execution of this Agreement, the Parties desire to mutually terminate and discharge all obligations and rights arising under the Prior Agreements, except that any obligations, liabilities, or rights that have accrued or arisen under the Prior Agreements prior to the Effective Date of this Agreement shall survive such termination and shall be enforceable by the Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. SCHOOL RESPONSIBILITIES:**

- 1.1. Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the 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 Program curriculum.

## **1.2. Student professional liability insurance.**

- 1.2.1. State Colleges and Universities. If the School is a state college or university, the School shall require Students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student professional liability insurance policy of at least 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. Provided further, in the event the required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Student.
- 1.2.2. Other Colleges and Universities. Unless otherwise specified in **Exhibit C**, the School shall require Students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student professional liability insurance policy of at least 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 coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such Student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to Student participation in the Program. In the event the required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Student. The School shall require Students participating in the Program to maintain comprehensive health insurance.
- 1.2.3. Additional insurance coverage. Any additional applicable insurance coverage requirements shall be set out by the Parties in **Exhibit C** to this Agreement.

**1.3. 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 Programs will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances. 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.

**1.4. Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall provide evidence that a Student has met all vaccination and certifications requirements, as required by law and Facility policy, which may include, without limitation, CPR certification, hepatitis B vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB, as described in further detail in **Exhibit C**.

**1.5. Criminal background check and drug screen compliance.** Where applicable, a criminal background check and drug screen, as specified in **Exhibit C**, and as

required by and acceptable to the Facility, are required of each placed Student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the background check and drug screening have been completed and that Students with unacceptable results will not participate at sites where Students with such results are forbidden by policy.

**1.6. School notices to students.** The School shall notify each Student prior to his/her arrival at the Facility and shall ensure that he/she:

- 1.6.1. Follows the administrative policies, standards, and practices of the Facility.
- 1.6.2. Obtains 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.
- 1.6.3. Provides his/her own transportation and living arrangements.
- 1.6.4. Reports to the Facility on time and follows all established regulations during the regularly scheduled operating hours of the Facility.
- 1.6.5. Conforms to the standards and practices established by the School while functioning at the Facility.
- 1.6.6. Obtains prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.
- 1.6.7. Meets 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 TJC and/or other relevant accrediting or regulatory bodies.

**1.7. Qualifications of School faculty.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. Where applicable, the School will provide the Facility with copies of evidence of certifications or licensures, as specified in **Exhibit C**.

## **2. FACILITY RESPONSIBILITIES:**

**2.1. Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section 3.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to Students, availability to be determined by Facility. 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.

**2.2. 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 clinical assignment, 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.

**2.3. Patient care.** While at the Facility, Students are not to replace the Facility staff, and are not to render services except as identified for educational value and delineated in the jointly planned educational experiences (the "**Patient Care Duties**"). Any such direct contact between a Student and a patient shall be under

the supervision of a supervisor designated by the School. The Facility shall at all times remain responsible for patient care. The School shall be responsible for ensuring each Student is adequately supervised at all times.

- 2.4. **Emergency treatment of Students.** Emergency outpatient treatment will be available to Students while in the Facility hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital Facility site, standard procedure will be followed. It is the Student's responsibility to bear the cost of the emergency treatment.
- 2.5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the clinical Programs. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.
- 2.6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School the name, and where applicable the professional and academic credentials, of the individual(s) overseeing Student(s) experiences, as specified in **Exhibit C**.
- 2.7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
- 2.8. **Provision of relevant Facility policies.** Where applicable, the Facility shall provide Student(s) and the School with the Facility's administrative policies, standards and practices relevant to the clinical placement, as specified in **Exhibit C**.
- 2.9. **FERPA compliance.** 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.

### 3. OTHER RESPONSIBILITIES:

- 3.1. **Compliance with patient privacy laws.** The School agrees to abide by and require its faculty and Students to abide by the Standards for Privacy of Individually Identifiable Health Information and all other regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other state or federal health information privacy and security laws (collectively, "Privacy Laws") in effect as of the Effective Date or as amended from time to time. Upon request, the Parties may amend the Agreement to conform

with any new or revised Privacy Laws in order to ensure that Facility is at all times in conformance with all Privacy Laws. School and each Student acknowledges and agrees that each is a participant in Facility's organized health care arrangement ("OHCA"), and further agree to act in accordance with such OHCA designation.

- 3.2. Determination of instructional period.** The course of instruction 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.
- 3.3. Determination of number of participating Students.** The number of Students eligible to participate in the clinical placement 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 clinical placements 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 clinical education 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.
- 3.4. Evaluation of Students' clinical experiences.** Evaluation of the clinical learning experiences of the Students will be accomplished jointly by the School and the Facility. Appropriate School and Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to Students.
- 3.5. Removal of Students.**
  - 3.5.1. The School has the right to remove a Student from a clinical education Program. The School shall notify the Facility of such removal in writing.
  - 3.5.2. The Facility may immediately remove any Student participating in a clinical education experience from the Facility's premises for behavior that the Facility deems to be a threat to the health or welfare of its patients, staff members, visitors, or operations. The Facility, in its sole discretion, may also immediately remove any Student for the failure to adhere to any applicable policy, procedure, standard, or practice of the Facility. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. 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.

#### **4. TERM OF AGREEMENT:**

The initial term of this Agreement shall be for one (1) year, to commence on the Effective Date and terminate one (1) year thereafter. Following expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms until terminated in accordance with

this Section. Either Party may terminate this Agreement at any time, without cause or penalty, upon ninety (90) days prior written notice to the other Party. In the event that this Agreement is terminated, Students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

## 5. ADDITIONAL TERMS:

- 5.1. **Ethical and Religious Directives.** The Parties acknowledge that Facility is operated in accordance with the *Ethical and Religious Directives for Catholic Healthcare Services* as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church ("**Ethical and Religious Directives**"), and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Facility. It is the intent and agreement of the Parties that neither this Agreement nor any part hereof shall be construed to require Facility to violate said Ethical and Religious Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Ethical and Religious Directives. The School shall ensure that Students act in accordance with the Ethical and Religious Directives when engaged in clinical educational experiences at Facility.
- 5.2. **Compliance with laws.** The Parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations and accreditation standards, including but not limited to Federal Health Care Program (as defined under 42 U.S.C. § 1320a-7b(f)), fraud and abuse laws (including the Anti-Kickback Statute and the Stark Law), and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws (collectively, "**Laws**").
- 5.3. **Corporate Compliance Program.** Facility has in place a Corporate Compliance Program (the "**Compliance Program**") which has as its goal, to ensure that Facility complies with Laws. The Compliance Program focuses on risk management, the prevention of misconduct and the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices. The School acknowledges Facility's commitment to the Compliance Program and agrees to conduct all activities which occur pursuant to this Agreement in accordance with the underlying philosophy of the Compliance Program.
- 5.4. **Warranty of non-exclusion.** Each Party represents and warrants to the other that it is not: excluded from participation in any Federal Health Care Program; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. Each Party further represents and warrants to the other Party that to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. The School shall notify Facility in writing upon the commencement of any such exclusion or investigation within seven (7) business days of receiving first notice of such exclusion or investigation. Facility shall have the right to terminate this Agreement immediately upon learning

of any such exclusion and shall be kept informed of the status of any such investigation.

- 5.5. Independent Parties.** Except as set forth in this Agreement, no action taken by either Party, or its officers, employees or agents pursuant to this Agreement, shall be deemed to create any partnership, joint venture, association or syndicate between the Parties, nor shall any such action be deemed to confer upon either Party any express or implied right or authority to assume, or create any obligation or responsibility on behalf of, or in the name of, the other Party. The Parties to this Agreement are independent entities, contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. Facility shall not be responsible for the payment of any federal, state or local taxes arising under or in connection with this Agreement, including, without limitation, the payment of actual and estimated tax liabilities, and Facility shall be indemnified and held harmless from any loss, cost, or liability arising out of the School's failure to do so.
- 5.6. Indemnification.** Each Party agrees to indemnify and hold the other harmless from any and all claims, suits, damages, fines, penalties, judgments, liabilities and expenses (including reasonable attorney's fees and court costs) arising from (a) any negligent or willful act or omission of the Party, its agents, or employees, (b) breach of this Agreement or (c) violation of a Law; provided, however, that the School shall not be entitled to indemnification for any claims, liability, losses, or damages caused by the acts or omissions of any of its Students or faculty members assigned to Facility pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, a Party's obligations with respect to indemnification for acts described in this Section shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which an insurer is obligated to defend or satisfy. This Section shall survive the expiration or earlier termination of this Agreement. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 5.7. 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, as well as any and all applicable rules and regulations of the State. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.
- 5.8. Employment status.** No assigned Student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such Student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
- 5.9. Amendments.** This Agreement may be amended only by an instrument in writing signed by the Parties.

- 5.10. Modification of Exhibit.** The Parties agree that the Exhibit(s) attached hereto may be modified from time to time by mutual written agreement of the Parties without the need for formal amendment to this Agreement. Any modifications to the Exhibit(s) shall be valid and binding upon the Parties upon execution of a written agreement specifying the changes. Such modifications shall be deemed incorporated into this Agreement and shall form an integral part hereof.
- 5.11. Assignment.** Neither Party may assign this Agreement or the rights or obligations hereunder without the specific written consent of the other Party, except that this Agreement may be assigned by Facility without the prior written approval of the School to an affiliate of Facility. For purposes of this Agreement, "Affiliate" shall mean any successor entity of Facility, or any entity controlled directly or indirectly by Facility or Hospital Sisters Health System.
- 5.12. Force Majeure.** Either party will be excused for failures, delays and suspension of performance of its respective obligations under this Agreement due to any cause beyond the control or is the result of one or more of the following non-exclusive list of events: acts of God; lightning; earthquakes; fire; storm; floods strikes, lockouts, or industrial disputes or disturbances; interruptions by government or court orders; present and future valid orders of any regulatory body having proper jurisdiction; civil disturbances; terrorist attacks; cyber-attacks; ransomware; acts of the public enemy; wars; riots; blockades; insurrections; epidemics; pandemics; landslides; or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities ("**Force Majeure Event**"). This provision will not, however, release such party from using its best efforts to remove such cause and such party will continue performance hereunder with the utmost dispatch whenever such causes are removed. If a Force Majeure Event occurs, HSHS may propose an amendment to this Agreement within thirty (30) days, or a time that is reasonable given the circumstances. The proposed amendment can either be accepted, or HSHS will have the right to terminate this Agreement.
- 5.13. Mission.** The ecclesiastical mission of the Hospital is to reveal and embody Christ's healing love for all people through high quality Franciscan health care ministry. The Hospital's ecclesiastical mission includes acting to preserve the virtue and integrity of the Hospital and upholding the teaching of the Church. No Party shall engage in conduct that is or could be detrimental to the Hospital's ecclesiastical mission. The Hospital shall have the sole discretion to determine whether the conduct of any other Party is or could be detrimental to the Hospital's ecclesiastical mission. This determination will be subject to the ecclesiastical abstention doctrine<sup>1</sup>, as it relates to an internal determination of interference in the Hospital's ecclesiastical mission. If Hospital determines that the conduct of any other Party is or could be detrimental to the Hospital's ecclesiastical mission, then Hospital may immediately terminate this Agreement by providing written notice of termination.

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<sup>1</sup> The ecclesiastical abstention doctrine, also known as the church autonomy doctrine, is a common law doctrine that guides courts when a case would require the court to decide a religious question. The doctrine provides that if a case would require a civil court to decide a matter of religious doctrine, then the court should either refuse to adjudicate the matter or defer to the relevant religious hierarchy. *Watson v. Jones*, 80 US 679, US Supreme Court an 1871 Supreme Court case is often cited as the basis for the doctrine in the United States, and grounds the doctrine in the Free Exercise Clause of the First Amendment.

- 5.14. Books and records.** If this Agreement is a contract within the purview of Section 1861(v)(1)(I) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated at 42 C.F.R. Part 420 in implementation thereof, the Parties agree to make available to the Comptroller General of the United States ("**Comptroller General**"), the Secretary of the Department of Health and Human Services ("**Secretary**") and their duly authorized representatives, for four (4) years after the latest furnishing of services pursuant to this Agreement, access to the books, documents and records and such other information as may be required by the Comptroller General or Secretary to verify the nature and extent of the costs of services provided by each Party, respectively. If either Party, upon the approval of the other Party, carries out the duties of this Agreement through a subcontract worth \$10,000.00 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.
- 5.15. Corporate practice of medicine.** Nothing contained herein shall be construed as allowing or authorizing Facility to engage in the practice of medicine, either directly or through its agents or employees. It is the intent of the Parties that any actions performed pursuant to this Agreement which constitute acts of medicine are not acts of, or by, Facility.
- 5.16. Counterparts; facsimile and pdf signatures.** The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.
- 5.17. Entire agreement.** This Agreement replaces and supersedes all previous contracts or agreements between the Parties for the same services, including the Prior Agreements, and constitutes the entire agreement between the Parties. Neither the School nor Facility shall be entitled to benefits other than those specifically enumerated herein.
- 5.18. Governing law.** This Agreement shall be construed and governed by the laws of the State. Unless otherwise required by law, the Parties shall submit to the jurisdiction of the courts within the county where Facility is located in the State.
- 5.19. Headings.** The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- 5.20. Interpretation.** The Parties hereto acknowledge 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.

**5.21. Notice.** Notices or communications herein required or permitted shall be given to the respective Party by registered or certified mail, by overnight courier service (e.g., UPS), by electronic mail for which the sender has an electronic receipt, or by hand delivery, at the address listed under the Party's signature to this Agreement unless either Party shall designate a new address by written notice. The notice shall be deemed to be given as follows: (i) in the case of certified or registered mail, three (3) days after the date of its mailing; (ii) in the case of overnight courier service, on the next business day following mailing; (iii) in the case of electronic mail, on the date notice was sent; and (iv) in the case of hand delivery, on the date of its receipt by the Party entitled to it.

**5.22. Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Agreement and the application of any term or provision to any 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.

**5.23. Survival.** Any provision which expressly or by its context requires, after termination of this Agreement, action or places obligations on the Parties to this Agreement, shall so survive the termination of this Agreement.

**5.24. Third party rights.** Except as otherwise expressly stated herein, the Parties do not intend to create any enforceable rights in any third party under this Agreement and there are no third party beneficiaries to this Agreement.

**5.25. 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.

**WHEREOF**, a duly authorized officer and representative of each Party has executed this Agreement on the date as indicated below.

**HSHS:**  
**HOSPITAL SISTERS HEALTH SYSTEM**

**School:**  
**ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT 529**

By: \_\_\_\_\_  
Shawna O'Dell, RN MSN FACHE  
VP Care Management & Post Acute Care

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: Chairman, Board of Trustees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

4936 Laverna Road  
Springfield, IL 62707  
Attn: Alexis Williams  
System Director-Clinical Education

Address: 233 E. Chestnut St.  
Olney, Illinois 62450  
Attn: Alani Frederick  
Dean of Health Professions

**EXHIBIT A**

**PROGRAMS**

**All Health Professions Certificate and Degree Programs**

## **EXHIBIT B**

### **FACILITY SITES**

**Good Shepherd Hospital, 201 South Pine Street, Shelbyville, Illinois 62565**

**Holy Family Hospital, 200 Healthcare Drive, Greenville, Illinois 62246**

**St. Anthony's Hospital, 503 North Maple Street, Effingham, Illinois 62401**

**St. Elizabeth's Hospital, 1 St. Elizabeth Boulevard, O'Fallon, Illinois 62269**

**St. Francis Hospital, 1215 Franciscan Drive, Litchfield, Illinois 62056**

**St. John's Hospital, 800 East Carpenter Street, Springfield, Illinois 62707**

**St. Joseph's Hospital, 9515 Holy Cross Lane, Breese, Illinois 62230**

**St. Joseph's Hospital, 12866 Troxler Avenue, Highland, Illinois 62249**

**St. Mary's Hospital, 1800 East Lake Shore Drive, Decatur, Illinois 62521**

## EXHIBIT C

### PROGRAM SPECIFIC REQUIREMENTS

Facility: All facilities identified on Exhibit B  
 School: Illinois Eastern Community College District #529  
 Program: All programs identified on Exhibit A

<b>Facility requires:</b>	<b>Yes</b>	<b>No</b>
1) For all Schools, proof of professional liability insurance in a minimum amount of \$1 million per occurrence and, for non-state Schools, proof of general liability insurance in a minimum amount of \$1 million per occurrence. (paragraph 1.2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Verification that Students have met requirements for: (paragraph 1.4)		
a) CPR certification	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Immunizations		
i) Chickenpox (Varicella): Must have history of having Chickenpox disease, proof of immunity by titer <u>or</u> have received two doses of the varicella vaccine (Varivax) given one month apart.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) TB screening: A QuantiFERON TB Gold test or a two step TB skin test (TST) within the last 12 months with negative results prior to start date	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Students with a positive Tuberculosis screening will complete a TB Surveillance Questionnaire and chest x-ray to rule out active disease.		
iv) Must have each of the following <u>or</u> meet v. below: (1) Rubella (German measles) immunization: Immunity required by documentation of one live dose of Rubella vaccine or positive Rubella titer. If Rubella titer is negative, immunization is required unless pregnant. (2) Rubeola (Red measles) immunization: Immunity required by documentation of two live doses of Rubeola vaccine <u>or</u> positive Rubeola titer. (3) Mumps immunization in 1969 or later written documentation of immunization of two live doses of mumps vaccine or positive Mumps titer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
v) MMR (Mumps, Measles, Rubella) immunization: Two doses of MMR vaccination.		
vi) Influenza immunization: Documentation of influenza vaccination for current season <u>or</u> declination, in compliance with the current influenza vaccination policy in effect at Facility.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
vii) Covid-19 immunization: Documentation of Covid-19 vaccination <u>or</u> declination, in compliance with the current Covid-19 vaccination policy in effect at Facility.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
viii) Hepatitis B: Documentation of the hepatitis B vaccine series <u>or</u> proof of immunity by titer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Compliance with OSHA requirements for prevention of transmission of bloodborne pathogens and TB	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) The Facility, through the Employee Health Service, shall provide for post-exposure testing of source individual after all occupational blood/body fluid exposures which occur within the Facility and are reported on Facility's incident report forms. Beyond such testing, the School shall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

assume responsibility for its employees and Students as follow-up to reported exposures of any kind (including blood/body fluid and any other type of exposure to infectious disease and/or hazardous material).		
4) Criminal background check acceptable to Facility.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Drug screen acceptable to Facility/School.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6) Evidence of relevant faculties' certifications or licensures (paragraph 1.7)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Student/Practitioner/contractor shall conduct his/her/its practice and professional activities (or duties and responsibilities pursuant to this contract) in accordance with the "Ethical and Religious Directives for Catholic Healthcare Services" published by the United States Conference of Catholic Bishops, and the Ethical Directives of the Hospital, or any succeeding documents which may be adopted by the USCCB or the Facility or their successors.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>School requires:</b>		
1) Copy of relevant Facility policies (paragraph 2.8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Evidence of academic credentials, certifications and licensures of individual(s) overseeing Student(s) experiences (paragraph 2.6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Other _____	<input type="checkbox"/>	<input type="checkbox"/>

## ACADEMIC AFFILIATION AGREEMENT

This Academic Affiliation Agreement (“Agreement”) is made this 1st day of May 2025 (“Effective Date”), by and between **Indiana University Health, Inc.**, an Indiana nonprofit corporation ("IU Health"), and **Illinois Eastern Community Colleges**, an educational institution ("School").

### Recitals

- A. School offers an associate in applied science, Physical Therapist Assistant program at its campus located at Mt. Carmel, IL (“Program”).
- B. School requires that (Permitted Student”) enrolled in Program complete a professional or clinical education experience under the supervision of a qualified clinician or other professional.
- C. IU Health operates one or more clinical facilities (“Facilities”) listed on **Exhibit A** which provide a setting for professional and clinical educational experiences.
- D. School desires to partner with IU Health and its professionals to provide Student with a professional or clinical education experience at Facilities (“Rotation”), and IU Health desires to cooperate with the School by providing a Rotation to Student at Facilities.

### Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

#### I. ROTATION REQUIREMENTS

IU Health and School agree that the Rotation will be subject to the following requirements:

- A. Representative. The parties shall each assign a point of contact for the Rotation to consult with the other party on the matters described herein.
- B. Student Limitation. IU Health and School agree that the Rotation  will be limited to the Student named in Recital “B” above. If Student is participating in an online nursing program at School, School agrees that Student is eligible only if Student resides in Indiana and holds a nursing license where Indiana is the primary state.
- C. Student Scheduling. Student will be scheduled by the operational area providing the educational experience.
- D. Student Placement. The parties shall jointly agree upon the placement of Student in the Rotation after consideration of the Student’s needs and qualifications and IU Health’s resources.
- E. Rotation Structure. The parties shall cooperate in developing the methods of instruction, objectives, and other details of the Rotation.

- F. Supervision. IU Health and School will identify an individual to serve as the Student’s preceptor (“Preceptor”) who will be an IU Health employee or an employee of one of IU Health’s physician groups, unless otherwise agreed to by the parties.
- G. Student and Preceptor Requirements. All Students, and Preceptor required for supervision or observation, are subject to all applicable policies of IU Health, including without limitation, IU Health’s dress code, for the duration of the Rotation. Students are responsible for providing their own transportation and living arrangements during the Rotation. Students must be at least eighteen (18) years of age.
- H. Student Removal; Suspension; Termination. IU Health may suspend from the Rotation any Student who fails to comply with IU Health policies or with the requirements of this Agreement. IU Health shall immediately notify the School of such suspension. IU Health agrees to discuss any proposed Student termination from the Rotation with School; provided, however, IU Health has the right to terminate a Student from the Rotation if IU Health and School cannot reach an agreement. Notwithstanding anything in this Agreement to the contrary, the parties expressly acknowledge that IU Health may immediately remove from Facilities and terminate from the Rotation any Student who poses an immediate threat or danger to patients, staff, visitors, the public, or the premises.

Students who are employed by IU Health and are under suspension will be prohibited from coming to IU Health Facilities or participation in Rotations until the suspension has been lifted. Students who were employed by IU Health and were terminated and deemed non-hirable will not be allowed to participate in Rotations.

- I. Public Health Emergencies. The parties acknowledge that there may be declared public health emergencies that may interrupt educational activities and/or result in the need for additional vaccination or other requirements. IU Health, solely at its own discretion, may stop any educational activity in any or all its facilities due to a declared state or national public health emergency. The interruption of educational activity may last for part or all of the declared public health emergency. IU Health, solely at its own discretion, may also implement additional vaccination and/or preventative safety practices due to a declared public health emergency. The School, in its sole discretion, has the right to remove Student from IU Health during a declared public health emergency and to limit the experiences available to Student based on its determination of safety.
- J. Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure to deliver any obligations or responsibilities under this Agreement deemed resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or strikes, or similar cause beyond the reasonable control of IU Health.
- K. Personal Protective Equipment. IU Health, in its sole discretion, shall determine what personal protective equipment is necessary for Student to use when in IU Health Facilities.
- L. Virtual Care and Telehealth. The parties acknowledge that the Student may participate in telehealth visits and the provision of care in a virtual setting. School will ensure that malpractice coverage for Student includes coverage for provision of telehealth services.

## **II. IU HEALTH RESPONSIBILITIES**

IU Health agrees to provide Student with an opportunity to obtain practical learning and clinical experiences in Facility through the Rotation. In addition, IU Health shall:

- A. Provide applicable IU Health policies, procedures, and regulations to Student via an initial orientation session.
- B. Inform the School, through the School appointed representative, of any new or changed policies or procedures which may affect Student or the Rotation.
- C. Retain responsibility for IU Health patients.
- D. Provide administrative and professional supervision of Student insofar as Student's presence affects the operation of IU Health or the direct or indirect provision of services to IU Health patients.
- E. Provide access to emergency health care services to any Student injured during the Rotation, the cost of such health care services to be borne by the Student.
- F. Maintain all applicable accreditation requirements and certify such compliance to School or other entity as requested by School.
- G. Permit authorities responsible for accreditation of School or Program to inspect IU Health's facilities, student records or services as necessary, with reasonable prior notice provided
  - i). inspections do not interfere with services provided at the facility and/or patient care; and
  - ii). the authorities performing the inspections shall adhere to all IU Health policies.

### **III. SCHOOL RESPONSIBILITIES**

School agrees to assign Student to IU Health to obtain learning and clinical experiences through the Rotation. In addition, School shall:

- A. Recommend for the Rotation the Student who has successfully completed all necessary requirements of the Program and is at least eighteen (18) years of age.
- B. Inform Student of the policies and procedure provided by IU Health to School, and to such other policies, procedures, rules, and regulations as School deems appropriate.
- C. Inform student about the OSHA regulations pertaining to blood and air borne pathogens before Student begin the Rotation.
- D. Require the student maintains compliance with the Rotation requirements described in this Agreement.
- E. Inform Student that any personal computer or other device used to access IU Health systems or to participate in virtual care or telehealth must comply with applicable IU Health information security policies and practices.
- F. Ensure the Students meets the following requirements prior to the beginning of the Rotation (collectively, "Onboarding Requirements"):
  - 1. Possess health or other insurance that is satisfactory to IU Health.
  - 2. Pass a criminal background check (completed within the last twelve (12) months) utilizing a certified and licensed firm that is compliant with the Fair Credit Reporting Act

(FCRA) that meets the requirements described in **Exhibit B** attached hereto and incorporated by reference. School is responsible for providing all notifications required under the FCRA, and for obtaining permission from Student to share the results of the background check with IU Health if requested under subsection I below.

3. Receive the following vaccinations: measles, mumps, rubella, varicella, tetanus, diphtheria, pertussis, and Hepatitis B (or Hepatitis B vaccination declination form on file) or shows appropriate antibody titer. Annual influenza vaccination is also required unless an exception is granted based on medical or religious grounds. An exception to the influenza vaccination granted by School must be submitted as requested by IU Health in advance of the first day of the Student's rotation at an IU Health Facility.

Students are strongly recommended to be fully vaccinated against COVID-19. IU Health is required to track COVID-19 vaccination rates, and all vaccinated individuals in IU Health facilities are asked to submit documentation using the online form provided by IU Health.

4. Screen negative for active TB within 12 months of starting the initial IU Health rotation. The Student must also submit a TB questionnaire completed within 90 days prior to initial IU Health rotation, regardless of the testing protocol followed.
  - a. If a Student denies history of a positive IGRA test or a previous reaction to TST, proceed with desired method of testing.

If IGRA blood testing is being used for the Student within 12 months of clinical rotation, with the TB questionnaire being completed within 90 days prior to the start of the rotation, the Student has met the TB screening requirements if the IGRA is negative.

If TST is being used by the Student, a 2-step TB skin test is required within the last year with the TB questionnaire being completed within 90 days prior to the start of the rotation.

If there is no TB skin test within the last 12 months, Step 1 must be done before the start of the rotation and Step 2 will be done 2-4 weeks later or requirement may be completed with IGRA test. The Student may be cleared prior to receiving the 2nd step as long as the 1st Step is negative.

A documented test within the last 12 months will be accepted as Step 1 TST. If Step 1 TST is acceptable then Step 2 TST or IGRA will be done before the rotation starts.

- b. If a Student has a reliable history of positive TST:

A baseline IGRA must be drawn.

If baseline IGRA or reliable history of IGRA is positive a baseline chest x-ray will be required. A post conversion chest x-ray film within the past 2 years will be accepted or ordered as a baseline unless the Student will be rotating through Home Care or Hospice, in which case the chest films must be within the past 12 months. The Student should consult with

their Primary Care Physician (PCP) for any questions concerning symptoms.

If Student has a history of a positive TST or IGRA an annual questionnaire is required unless TB Treatment has been completed.

5. Pass a Department of Transportation compliant drug screen (at least a five-panel screen) completed within the last twelve (12) months. If a Student fails a drug screen, Student must wait six (6) months and obtain a negative drug screen before reapplying to do an educational experience at IU Health.
  6. Complete an American Heart Association Basic Life Support for Healthcare Providers course evidenced by current course completion card that includes validation of skill demonstration, or equivalent (as approved by IU Health), if Student will be working in a clinical area.
  7. Must be fit tested to an N95 mask if the Student is going to be working clinically with isolation patients.
  8. If the Student is a current IU Health employee, School may submit the name(s) to IU Health. Upon IU Health's written verification to School of current employment status, School will not be required to collect and submit to IU Health the information requested in Sections 1-7 above.
- G. Certify Student compliance with the Onboarding Requirements on a form substantially similar to that provided in **Exhibit C** attached hereto and incorporated by reference (which may be subject to periodic audits by IU Health) unless not required pursuant to H.8. above. In addition, School must retain all documentation necessary to verify compliance with the Onboarding Requirements. IU Health may request copies of source documents as needed in order to audit compliance or for regulatory or accreditation requirements or site visits. In those situations, School acknowledges that it may be required to provide the source documents in as little as twenty-four (24) hours. School agrees to obtain all necessary consents from student in writing to ensure that sharing source documents with IU Health does not result in a violation of the Fair Credit Reporting Act (FCRA), the Family Educational Rights and Privacy Act (FERPA), or any other laws which would otherwise limit the School's ability to share this information with IU Health. Student's consent to the sharing of this information is a condition of their participation in the Rotation.
- H. Maintain institutional programmatic accreditation in accordance with the requirements for higher education by the U.S. Department of Education (USDE); and advise IU Health of any change in the approval or accreditation status of the School or Program; and shall provide a copy of the current accreditation letter.
- Programs not yet accredited may be permitted at IU Health's sole discretion. Programs in this category must provide IU Health with a copy of the letter of intent from that program's approving accreditation body.
- Programs not requiring accreditation may be permitted at IU Health's sole discretion.
- I. Provide summative evaluation information about the Program and Student experiences to IU Health, upon request.

- J. If School becomes aware that a Student is positive for an infectious disease that threatens the health and safety of patients or others in a Facility, School will notify IU Health immediately. IU Health will provide guidance on the applicable procedures and requirements for testing and return to the clinical environment.
- K. School understands that IU Health does not permit its team members to accept additional compensation of any kind for precepting students and agrees that it will refrain from offering compensation to IU Health team members. Compensation includes, but is not limited to, cash payments such as stipends or honorariums and tuition discounts. Free or discounted continuing education offerings may not exceed two (2) credit hours per academic year to the preceptor.
- L. School understands that Students enrolled in physician assistant, graduate nursing, or anesthesiologist assistant programs must go through the IU Health Office of Clinical Education in order to identify a preceptor. School agrees that it will not publish or share names of IU Health team members and providers with Student and will notify Student that Student is not permitted to contact IU Health team members and providers directly to obtain their own preceptor.

**IV. COMPENSATION**

The Rotation is considered an integral part of Student's formal education, and Student earns School credit for participating. Accordingly, IU Health owes no compensation to Student or School for Student participation in the Rotation.

**V. INSURANCE**

The parties shall carry the following insurance coverages at all times during the Agreement Term.

- A. SCHOOL GENERAL LIABILITY/WORKERS' COMPENSATION: School shall maintain comprehensive general liability insurance in amounts equal to at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual in the aggregate.
- B. SCHOOL MEDICAL PROFESSIONAL LIABILITY: If Rotation is related to one of the health care provider professions listed in I.C. 34-18-2-14, as amended from time to time, School shall either:
  - 1. (RECOMMENDED) Maintain a policy of professional liability insurance for itself and Student with coverage in amounts necessary to continuously comply with The Indiana Medical Malpractice Act ("Act"), I.C. 34-18 et seq., as amended, and pay the applicable surcharge to the Indiana Department of Insurance such that School and Student are Qualified Healthcare Providers under the provisions of the Act. School may elect to require Student to carry the required professional liability insurance, unless the Student is not a licensed provider.

OR

- 2. Maintain a policy of professional liability insurance for itself and Student with coverage in amounts equal to at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual in the aggregate. School may elect to require Student to carry the required professional liability insurance. School understands and acknowledges that Indiana's limitation of liability on medical malpractice claims is only available to those that choose option 1, above.

- C. SCHOOL OTHER PROFESSIONAL LIABILITY: If Rotation is not related to one of the health care provider professions listed in I.C. 34-18-2-14, as amended from time to time, School shall carry, or cause Student to carry, commercially reasonable professional liability coverage to the extent available.
- D. School shall furnish the relevant certificates of insurance evidencing the coverages required under this Agreement upon execution of this Agreement and shall provide annual updates. IU Health shall be named as a certificate holder on the Certificate of Insurance.
- E. IU HEALTH INSURANCE REQUIREMENTS: IU Health shall maintain: (i) general liability insurance of one million dollars (\$1,000,000) per occurrence or claim and three million dollars (\$3,000,000) in the aggregate; (ii) workers' compensation insurance in accordance with the laws of the State of Indiana, and employer's liability in the amount of one million dollars (\$1,000,000); and (iii) a policy of professional liability insurance with coverage in amounts necessary to continuously comply with Act and pay the applicable surcharge to the Indiana Department of Insurance such that it is a Qualified Healthcare Provider under the provisions of the Act.
- F. IU Health shall furnish the relevant certificates of insurance evidencing the coverages required under this Agreement upon request after execution of this Agreement.

## **VI. RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement is intended to, nor shall it be construed so as to make, either party the agent or servant of the other for any purpose whatsoever. Neither party by virtue of this Agreement assumes any responsibility for any debts or obligations of the other party to this Agreement. The parties expressly acknowledge that the Student is not an IU Health employee and therefore is not entitled to any IU Health employee benefits, including without limitation, compensation, Social Security benefits, health insurance benefits, or Worker's Compensation benefits. The parties further acknowledge that Student is not entitled to future employment by IU Health.

## **VII. INDEMNIFICATION; LIMITATION OF LIABILITY**

- A. Indemnification. To the extent allowable by relevant state statute, the School agrees to indemnify and hold harmless IU Health from any damages, attorney fees or other costs IU Health may incur as a result of claims, demands, or other losses arising out of the acts or omissions of School or Student. IU Health agrees to indemnify and hold harmless the School from damages, or other costs the School shall incur as a result of claims, arising out of the negligent acts or omissions of IU Health or its employees. If either party becomes aware of a claim or threatened claim involving the other party, the party with knowledge of the claim or threatened claim shall inform the other party in writing within ten (10) days of receiving knowledge of the claim or threatened claim.
- B. Limitation of Liability. The parties agree certain Facilities in which a Rotation may take place are not owned by IU Health and are operated by IU Health pursuant to an agreement with a third party (each, a "Third Party Facility"). The School expressly acknowledges that IU Health does not own or control Third Party Facility, and School agrees IU Health is not liable for breach of this Agreement, including without limitation, failure to permit School access to Third Party Facility, to the extent such breach is caused by the Third Party Facility.

## VIII. CONFIDENTIALITY

Neither party (“Receiving Party”) will disclose or use any proprietary or confidential information or materials of the other party (“Disclosing Party”), including without limitation, information about the Disclosing Party’s customers, patients, student, practices, procedures, strategies, organization, financials or other related information (“Confidential Information”), except as may be required to carry out the Receiving Party’s duties and responsibilities under this Agreement, or as may be required by law.

## IX. PUBLICITY

School and Student shall not publish, or put forth intended for publication, any material that makes reference to IU Health, its employees, patients, or operations, or Facilities, without prior written approval by IU Health.

## X. COMPLIANCE

- A. Compliance with Applicable Law; Student Records. The parties shall comply in all material respects with all federal and state mandated regulations, rules or orders applicable to the parties, including without limitation, regulations required by their respective accreditation bodies and those promulgated under the Family Educational Rights and Privacy Act of 1974 governing the privacy of student records. IU Health agrees to protect Student personally identifiable information and education records from disclosure and report any breach of such personally identifiable student information or educational records to School. Upon termination, cancellation, expiration or other conclusion of the Agreement, IU Health shall securely store or destroy Student education records in accordance with its retention policies.
- B. Protected Health Information. The parties acknowledge that regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) require covered entities like IU Health to comply with certain privacy and security requirements associated with the transfer, use or disclosure of protected health information and electronic protected health information (collectively referred to herein as “PHI”). School shall direct Student to comply with the policies and procedures of IU Health, including those governing the use and disclosure of PHI under HIPAA. Solely for the purpose of defining Student’s role in relation to the use and disclosure of IU Health’s PHI, Student is defined as members of IU Health’s workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, Student is not and shall not be considered to be an employee of IU Health. If Student requires access to IU Health’s electronic health records as part of their experiences, each Student requesting access must also sign an individual IU Health Data Stewardship Agreement for access to protected health information.
- C. Nondiscrimination. The parties agree to comply with Title VI and IX of the Federal Education Amendments of 1972, Section 504 of the Federal Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations, and the parties further agree they will not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, religion, ethnic or national origin, gender, sexual orientation, marital status, age, disability, or veteran status.

## XI. TERM AND TERMINATION

- A. Term. This Agreement shall commence on the Effective Date and shall remain in effect until August 31, 2025 (“Initial Term”). Thereafter, IU Health can initiate to renew this Agreement

upon like terms for additional one (1) year periods (each, a “Renewal Term”) via an annual letter of renewal initiated by IU Health. The number of Renewal Terms not to exceed four (4). The Initial Term and all Renewal Terms may be referred to collectively as the “Term.”

- B. Termination without Cause. Either party may terminate this Agreement without cause at any time by giving ninety (90) days prior written notice to the other party; provided that Student shall be given an opportunity to complete the Rotation, if deemed reasonably practicable by the parties.
- C. Immediate Termination. Notwithstanding anything in this Agreement to the contrary, either party may immediately terminate this agreement upon the occurrence of any of the following events:
1. Either party is suspended, debarred, or excluded from participation in any government healthcare program;
  2. The required license(s), certification(s), or appropriate School and programmatic accreditation(s) of either party are suspended or revoked;
  3. Either party breaches any of its obligations under this Agreement; or
  4. The terminating party reasonably believes that such termination is necessary to protect the health and safety of patients.

Events resulting in immediate termination by IU Health may be subject to two (2) years’ wait from the termination date before a new agreement will be executed.

## **XII. MISCELLANEOUS**

- A. Notice. Any notice required under this Agreement shall be given in writing, and hand delivered or sent via registered or certified mail, postage pre-paid, return receipt requested, or by a nationally recognized overnight courier service, or via email with return receipt requested, to the address provided below.

IU Health  
IU Health Academic Affairs  
I-65 at 21st Street  
P. O. Box 1367  
Indianapolis, IN 46206-1367  
Attn: Greg Strine, MA, RN  
Email: gstrine@iuhealth.org

**School**  
Illinois Eastern Community Colleges  
305 N. West Street  
Olney, IL 62450  
Attn: Dr. Alani Frederick  
Email: fredericka@iecc.edu

With Copy To:  
IU Health Office of the General Counsel  
340 W 10th Street, FS 6100  
Indianapolis, IN 46202

With Copy To:  
Eva Fatheree  
233 East Chestnut Street  
Olney, IL 62450  
fatheree@iecc.edu

Either party may change the notification addresses listed by providing written notice.

- B. Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Indiana, without giving effect to the principles of choice of law of any state.
- C. Amendment; Modification for Change in Law. Any amendments to this Agreement shall be effective only if in writing and signed by authorized representatives of both parties. To the extent that any law, rule, or regulation of any authority having jurisdiction over the parties shall raise question as to the legality, enforceability, or appropriateness of this Agreement or any provision hereof, the parties agree in good faith to renegotiate the problematic provision(s) to bring this Agreement into compliance with such applicable law, rule, or regulation. If the parties are not able to mutually agree on modification of the problematic provision(s), then notwithstanding anything to the contrary herein, either party may terminate this Agreement immediately under this Section upon written notice to the other party.
- D. Assignment. Neither party may assign this Agreement or the rights or obligations hereunder without the prior written consent of the other party.
- E. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreements or understandings, whether oral or written.
- F. Execution. The person or persons signing and executing this Agreement on behalf of each party do hereby warrant and guarantee that they have been fully authorized by such party to execute this Agreement on behalf of the party and to validly and legally bind the party to all terms, performances, and provisions set forth in the Agreement. Signatures transmitted by facsimile or other electronic means shall be accepted as original signatures.
- G. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- H. Waiver. The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.

[Remainder of Page Intentionally Blank; Signatures Follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year indicated above.

<b>Indiana University Health, Inc. IU Health</b>	<b>Illinois Eastern Community Colleges School</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Name:</b> Greg Strine, MA, RN	<b>Name:</b>
<b>Title:</b> Executive Director of Academic Affairs	<b>Title:</b> Chairman, IECC Board of Trustees
<b>Date:</b> _____	<b>Date:</b> _____

[Remainder of Page Intentionally Blank; More Signatures To Follow.]

**PRECEPTOR(S) EMPLOYER(S) (if applicable)**

**Read & Acknowledged by**

Indiana University Health Arnett Hospital

**By:** \_\_\_\_\_

**Name:** Arthur Vasquez

**Title:** President – West Central Region

**Date:** \_\_\_\_\_

**EXHIBIT A – IU HEALTH FACILITIES LIST**

**IU Health White Memorial Hospital**

720 S. 6th Street  
Monticello, IN 47960

## EXHIBIT B – IU HEALTH BACKGROUND CHECK REQUIREMENTS

### Background Check Information

To fully understand the circumstances that can disqualify a Student from participating in an IU Health educational experience, please be aware of how we define and use the following terms:

- **Conviction:** Any violation of a law or ordinance for which an individual was found guilty by a judge or jury, pleaded no contest or to which the individual pleaded guilty.
- **Falsification:** Providing or omitting information contrary to that obtained in a background investigation (unless the background investigation is proven to be inaccurate) and/or providing false, incomplete or misleading information.

***Consistent with IC 16-28-13, the following convictions will disqualify a Student from participating in a Rotation at IU Health:***

1. A sex crime
2. Exploitation of an endangered adult
3. Failure to report battery, neglect, or exploitation of an endangered adult
4. Theft,\* if the prospective student's conviction of theft occurred less than five (5) years before the prospective student's application\*\*
5. Murder
6. Voluntary manslaughter
7. Involuntary manslaughter within the previous five (5) years\*\*
8. Battery within the past five (5) years\*\*
9. A felony offense relating to controlled substances within the last five (5) years\*\*
10. Abuse or neglect of a minor, child or dependent
11. Failure to report the abuse of a minor, child or dependent
12. Any act that, if it occurred at the organization, could compromise the safety or well-being of patients, employees, visitors, or volunteers of the organization

\* Theft includes but is not limited to criminal conversion, receiving stolen property, shoplifting and identity theft.

\*\* Time frames are measured from the date of disposition (conviction).

***The following events will disqualify a Student from participating in a Rotation at IU Health:***

1. A Student who has abused, neglected, or mistreated a patient or misappropriated a patient's property, as reflected in the state nurse aide registry.
2. A Student whose name appears in a Sex Offender Registry.
3. A Student who falsifies information.

### Federal Exclusions Lists

Background checks must include the checking of the Federal Exclusions Lists. The exclusions lists include:

- **Office of Inspector General (OIG) U.S. Department of Health and Human Services:** The OIG, under a Congressional mandate, established a program to exclude individuals and entities affected by various legal authorities, contained in sections of the Social Security Act, and maintains a list of all currently excluded parties called the "List of Excluded Individuals/Entities"
- **The System for Award Management (SAM) – General Services Administration:** The System for Award Management (SAM) is combining federal procurement systems and the Catalog of Federal Domestic Assistance into one new system which contains:

- **Central Contractor Registry (CCR):** The Central Contractor Registration (CCR.GOV) is the primary vendor database for the U.S. Federal Government. The CCR collects, validates, stores and disseminates data in support of agency acquisition missions.
- **Federal Agency Registration (FedReg):** FedReg collects standard data on federal agency buyers and sellers who perform intragovernmental transactions. FedReg sends data on buyers and sellers to the Intragovernmental Transaction Exchange and Intragovernmental Transaction System to assist in tracking all intragovernmental transactions. FedReg also serves as a sort of government "Yellow Pages," providing information on federal sellers of goods and services. All federal entities engaged in intragovernmental buying or selling must be registered.
- **Online Representations and Certifications Application (ORCA):** ORCA is a Federal Acquisition Regulations (FAR) mandated web-based system that streamlines the solicitation and award process for both vendor and Government by collecting vendor representations and certifications of business information that is required by law for contract award.
- **Excluded Parties List System (EPLS) U.S. General Services Administration:** EPLS is an electronic, web-based system that identifies those parties excluded from receiving federal contracts, uncertain subcontractors, and certain types of federal financial and non-financial assistance and benefits.
- **Specially Designated Nationals List (SDN) U.S. Department of Treasury:** List of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. The SDN also lists individuals, groups, and entities such as terrorists and narcotics traffickers designated under programs that are not country-specific.

## EXHIBIT C – IU HEALTH CLINICAL STUDENT/FACULTY VALIDATION FORM

School and Educational Program: \_\_\_\_\_

Student or Faculty Name: \_\_\_\_\_

This form must be completed by the School for each Student or Faculty participating in a rotation at IU Health. All source documentation required by this form must be kept on file at the School and must be produced within 24 hours of a request by IU Health.

### General Checklist (Refer to Section III-H for additional details)

- Medical Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_
- FCRA-compliant Criminal Background Check
- Student-signed Written Consent for release of Background Check
- Department of Transportation compliant Drug Screen Results (minimum 5-panel, completed within the last 12 months)
- Copy of Active American Heart Association Basic Life Support (BLS) card or equivalent, including validation of skill demonstration (*if applicable*)
- N95 fit testing (*if applicable*). Students must show proof of fit testing to preceptor/department manager/charge RN prior to working with patients where N95 mask-wearing is required.

### Vaccination Checklist:

- COVID Vaccine (Documentation completed according to current IU Health policy)
- Influenza (for current flu season from September 1-March 1 yearly)
- or Approved Exemption
- TB test
- Varicella (2-shot vaccine)
- Hepatitis Vaccine (multiple doses) (or declination form)
- TDaP
- MMR Vaccine (2-shot vaccine)

I certify that this information is correct and accurate, according to the information supplied by the above-named Student/Faculty, and I certify that supporting documentation is on file at the School and available upon request.

School Official Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is entered into on the Fourteenth Day of August 2024, by and between Select Rehabilitation, LLC ("Select Rehabilitation") and Illinois Eastern Community College District #529 on behalf of Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College. (School").

### RECITALS

**WHEREAS**, Select Rehabilitation is engaged in the business of providing comprehensive physical, occupational, and speech therapy services with qualified licensed professionals in a variety of geriatric clinical settings; and

**WHEREAS**, School desires that certain of its students enrolled in all its health-related programs and who have satisfactorily completed the relevant prerequisites of the School's education program (individually and collectively referred to as "Student" or "Students") be afforded the opportunity to have practical learning and clinical experiences at Select Rehabilitation ("Program"); and

**WHEREAS**, Select Rehabilitation recognizes the need for, and desire to aid in the educational development of ancillary health professionals in keeping with its mission of enriching the region with trained healthcare professionals.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

#### **I. School's Duties and Responsibilities**

1. School shall be responsible for planning and determining the adequacy of the educational experience of Students in theoretical training, basic skills, professional ethics, attitude and behavior, and will screen and certify the eligibility of the Student and assign to Select Rehabilitation only those Students who have satisfactorily completed the prerequisites of the School's education program. School is responsible to determine the amount of academic credit, grading system and criteria to earn credits and grades upon completion.

2. School shall procure or require the Student to procure and maintain, at its or the Student's sole cost and expense, general and professional liability insurance covering the acts and/or omissions of its Students participating in the Program, or otherwise require its Students to carry and maintain, at their sole cost and expense, professional liability insurance in the minimum amount of \$1,000,000 for each occurrence and \$3,000,000 aggregate covering all acts and activities undertaken pursuant to this Agreement as a condition of participation in the

Program. Evidence of insurance shall be furnished to Select Rehabilitation prior to the Student's commencement in the Program and as otherwise requested by Select Rehabilitation.

3. School shall designate a member of its faculty to coordinate the Program ("School Coordinator") with a designated member(s) of Select Rehabilitation.

4. School shall provide Select Rehabilitation with the names and other pertinent information about each Student to be assigned to Select Rehabilitation at least two (2) weeks before the beginning date of the Student's assignment with Select Rehabilitation and as mutually agreed establish the daily/hourly onsite commitment.

5. School shall cause to be provided to Select Rehabilitation all Student health reports required by Select Rehabilitation prior to the Student's commencement of the Program.

6. To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. Section 132d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.

7. School shall advise Students that they are responsible for: (i) complying with the School's policies, procedures, standards and practices; (ii) complying with Select Rehabilitation's policies, procedures, standards and practices including strict confidentiality with respect to Select Rehabilitation's financial, marketing and technical information; (iii) bearing their own cost of transportation, parking, meals, lodging and miscellaneous expenses related to their participation in the Program; (iv) reporting for Program activities on time; (v) maintaining their own health records and providing their own health insurance coverage; (vi) maintaining the confidentiality of patient and client records and information; and (vii) meeting Select Rehabilitation's health screening requirements prior to beginning the Program and providing Select Rehabilitation with proof that such health screening requirements have been met.

8. School shall certify the Student shall have the appropriate educational background and skills consistent with the advertised internship requirements for participation. School shall withdraw and terminate a Student's placement with Select Rehabilitation upon Select Rehabilitation's request if Select Rehabilitation determines, in its sole discretion, that: (i) the Student fails to comply with any of Select Rehabilitation's policies, procedures, standards and practices; (ii) the Student fails to comply with Select Rehabilitation's proper channels of communication; (iii) Select Rehabilitation becomes dissatisfied with the Student's performance; or (iv) the Student will not be able to successfully complete the Program.

9. School hereby represents and warrants that School is not and at no time has been excluded from participation in any federally funded health care programs, including

Medicare and Medicaid. This representation includes the faculty, employees and students of School who will participate in the Program pursuant to this Agreement. School hereby agrees to immediately notify Select Rehabilitation if it or any of its participating faculty, employees or students are threatened or excluded from any federally funded health care program, including Medicare and Medicaid. In the event that School or any of its participating faculty, employees or students are excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of the Agreement it is determined that School is in breach of this requirement, Select Rehabilitation, at its sole option, may terminate the Agreement as of the effective date of such exclusion or breach.

10. School understands and agrees that School's personnel, faculty and students are not eligible for coverage under any of Select Rehabilitation's benefit plans or programs of whatever kind or nature, including without limitation, Select Rehabilitation's workers' compensation insurance and unemployment compensation insurance. School shall provide workers' compensation and unemployment compensation coverage as required by applicable law. Neither School nor Select Rehabilitation shall compensate Students for their activities during their participation in the Program.

11. School may not assign any rights or obligations under this Agreement without the prior written consent of Select Rehabilitation, LLC

12. Health and Background Checks. Only those students who meet the academic and other qualifications for the clinical program shall be eligible for a rotation with the Clinical Facility. The University shall ensure that all students assigned have obtained all appropriate immunizations as may be required by the Clinical Facility. The University shall ensure that each student assigned to a rotation hereunder: (i) complies with the Rules, policies, procedures and requirements of the Clinical Facility; (ii) maintains a current acceptable physical examination report and immunization record; (iii) maintains a current 2-step tuberculosis (TB) skin test documenting a negative test for TB; (iv) maintains a current Hepatitis B immunization record or a signed waiver, if permitted by the Clinical Facility. The University acknowledges and agrees that the Clinical Facility may require copies of all immunization records and other health related information prior to accepting any student for a rotation under this Agreement, and may require that such students undergo an appropriate criminal background check.

## **II. Select Rehabilitation's Duties and Responsibilities**

1. Select Rehabilitation shall have sole authority and control over all aspects of Select Rehabilitation's business, including client care and services.

2. Select Rehabilitation shall designate a member or members of its staff to be coordinator of this Program and function as clinical supervisor with whom the School's Program Coordinator is to communicate for the conduct of this Program, which may include the development of objectives, methods of instruction and other details of the clinical education.

3. Select Rehabilitation shall make available to Students an environment conducive to the learning process which conforms to Select Rehabilitation's customary procedures.

4. Select Rehabilitation shall be responsible for the Student's supervision when receiving clinical education from Select Rehabilitation under the Program.

5. Select Rehabilitation may, at any time, exclude from participation any Student if Select Rehabilitation determines, in its sole discretion, that: (i) the Student fails to comply with any of Select Rehabilitation's policies, procedures, standards and practices; (ii) the Student fails to comply with Select Rehabilitation's proper channels of communication; (iii) the Student's performance is not satisfactory; or (iv) the Student will not be able to successfully complete the Program.

6. Select Rehabilitation will provide School with information particular to Student's clinical assignment, including Select Rehabilitation's policies and procedures.

7. Select Rehabilitation shall have the sole authority to determine the number of Students per semester for participation in the Program., as well as the location, clinical areas and clients, patients and other particulars specific to the Student's assignment in the Program.

### **III. Term and Termination**

1. This Agreement shall be effective for a term of one (1) year and supercedes any and all prior agreements between the parties related to clinical affiliation. Thereafter, this Agreement shall automatically renew for additional one (1) year terms unless either party gives the other written notice of termination prior to the expiration of the initial term or any successive terms, as the case may be.

2. Notwithstanding anything contained herein to the contrary, this Agreement may be terminated by either party for any reason upon thirty (30) days written notice. Students who are already engaged in clinical learning may be allowed to complete their current rotation providing that the student is in compliance policies, procedures, standards and practices of the placement Facility and Select Rehabilitation.

### **IV. General Provisions**

1. Each party agrees not to use the name of the other or any other affiliate in any promotional or advertising material, unless prior approval of the intended use is obtained by that party.

2. School and Select Rehabilitation shall be considered "independent entities" with respect to each other. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between School and Select Rehabilitation, other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. School and Select Rehabilitation and any

of their respective agents or employees shall not be construed to be the agent, employee, joint employee, or representative of the other. Neither School nor Select Rehabilitation shall have any express or implied rights or authority to assume or create any obligations or responsibility on behalf of or in the name of the other, nor waive or limit any defenses as to liability to each other or death or damage to property or persons, except as may otherwise be set forth in this Agreement.

3. The parties agree that each party is and shall be solely responsible for any claim or damage resulting from each party's own negligence, acts, or omissions.

4. In consideration of the implementation of this Agreement, each party hereby agrees to indemnify the other, its subsidiaries, affiliates, agents, officers, directors and employees and to save them harmless at all time from and against any and all general liability losses, damages, judgments, costs, charges, counsel fees, payments, expenses or other liabilities which may be sustained or incurred at any time(s) by reason or in consequence of any claim(s) including, but not limited to, any claims for personal injury, wrongful death or property damage, by whomsoever such claims may be asserted, arising out of or in consequence of its own acts or omissions, except for willful misconduct, related to the Clinical Education.

5. This Agreement does not create any third-party beneficiaries.

6. Any notice required or permitted by this Agreement must be in writing and be delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the following:

**If to School:**

Illinois Eastern Community College District #529  
Attn: Dean of Health Professions  
233 E. Chestnut Street  
Olney, IL 62450  
Phone 618-395-7777, ext. 2136  
Email fredericka@iecc.edu

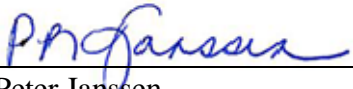
If to Select Rehabilitation:  
Select Rehabilitation, LLC  
Attention: Alexander Vazquez, Human Resources  
2600 Compass Rd  
Glenview, IL 60026  
Phone 847-787-3430 ext. 504  
Fax: 847-441-0734  
campusrelations@selectrehab.com

7. The parties agree that in the performance of this Agreement, there will be no discrimination against any employee, student or person, on account of race, color, religion, sex, sexual orientation, ancestry, age, national origin, handicap or any other status protected by law.

8. The parties agree that this Agreement may only be revised or modified by written amendment signed by both parties.

9. This Agreement shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Illinois.

Select Rehabilitation, LLC

By:   
Peter Janssen  
Title: Vice President of HR

Date: 8/15/2024

**Illinois Eastern Community College District #529:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **NON-CLINICAL AFFILIATION AGREEMENT**

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

### **RECITALS**

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

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

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

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

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

### **ARTICLE I: JOINT RESPONSIBILITIES**

- 1.1 The Placement of Students will be cooperatively planned by the appropriate representatives of Carle and of School. Information regarding the number of Students to be assigned, the dates of assignment, and specific experience to be provided shall be planned jointly and agreed upon by School and Carle. Placement of Students is not guaranteed and will always depend on staff, space and availability.
- 1.2 Periodic meetings will be held to review and evaluate the Placement, and to attempt to resolve specific problems which may interfere with the objectives of the Placement.
- 1.3 Problems arising with respect to a Student shall be resolved jointly by Carle, School and the Student. Pending resolution of such problems, Carle may at any time restrict such Student activities where it deems necessary.

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

## **ARTICLE II: SCHOOL RESPONSIBILITIES**

- 2.1 School will have total responsibility for academically preparing the Students in theoretical knowledge, basic skills, professional ethics, attitude and behavior prior to the Placement. School shall be responsible for notifying the Students of a Placement at Carle. If requested by Carle, School shall inform Carle as to curriculum and sequence and shall be advised of all courses and other experiences of each Student. School is responsible for providing the Students with clear objectives and a plan of study and Carle will not be responsible for developing this plan.
- 2.2 School will appoint a representative to act as a coordinator of the Placement and to act as a liaison between Carle, School and the student(s) in such matters as assignment and coordination of Placement and administrative operations.
- 2.3 School will instruct Students to comply with Carle's health, safety, confidentiality and ethical policies and procedures, where applicable, including, but not limited to, those pertaining to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- 2.4 School will provide Carle with forms, protocol and guidelines for evaluation of Student Placement and performance, and its policy regarding student absences during a Placement. School will ensure that each Student completes a criminal background check and the standard immunizations (including, but not limited to, COVID-19, Varicella, Tdap, TB and Hep B) prior to their Placement and shall otherwise meet all health standards required by School and Carle. These items must be available and provided to Carle upon request.
- 2.5 School shall inform Students that Carle is a drug free workplace and to comply with Carle's drug free workplace policies and procedures. Moreover, Students are prohibited from engaging in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance as listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. Section 812. By way of example, these controlled substances include marijuana or cannabis, cocaine, crack, PCP, heroin, morphine, LSD, and any prescription drugs obtained illegally.
- 2.6 School will give advance notice to Carle of any site visits by any accrediting agencies involved with the non-clinical education program. Carle has the right to reasonably limit the scope of on-site visits according to its policies and procedures.
- 2.7 School will provide each student with a school employed instructor that will be responsible for the student for the duration of the Placement. The instructor will have the following duties, which may be delegated to other appropriate individuals:
  - 2.7.1 demonstrating a concern for the educational development of the Student;
  - 2.7.2 providing a planned program for the Placement, established in cooperation with the Student's need and interests;

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

### **ARTICLE III: CARLE RESPONSIBILITIES**

- 3.1 Carle agrees to provide Student access to its facilities as appropriate for the Placement. In addition, Carle agrees to provide Students access to available education and instructional material within its library.
- 3.2 Students are to not render or participate in any patient care.
- 3.3 It is understood that the Placement will not interfere with the primary mission of the care and treatment of the patient, which shall at all times remain the responsibility of Carle. Carle, at its sole discretion, may refuse access to its facilities or otherwise restrict activities of the Student where Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures.
- 3.4 Carle reserves the right to terminate the Student from Carle's site at any time and for any reason related to the Student's performance at Carle in the interest of the safety and well-being of its patients (as applicable) and staff or where the Student breaches Carle's standards for safety, health, ethical behavior, rules, regulations, policies and/or procedures, including but not limited to those related to confidentiality of patients and employees, and Carle's drug free workplace policy. Prior to such termination, Carle shall consult with appropriate School representative and the Student at issue.
- 3.5 Carle maintains the right to refuse Student Placements based on the ability to provide an appropriate preceptor, space/volume issues.
- 3.6 All records kept by Carle relating to a student's performance during the Placement, except for those containing patient protected health information, shall be made available to the Parties hereto and to the Student, and not to other persons, as required by the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g).
- 3.7 Carle will, at commencement of a Student's Placement, provide the Student with an orientation as to Carle's rules, regulations and policies, as well as standards and practices relevant to the Placement as Carle deems necessary.

### **ARTICLE IV: STUDENT RESPONSIBILITIES**

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

- 4.1 The Student must follow the policies, procedures, rules and regulations established by Carle during their Placement at Carle.
- 4.2 The Student will be responsible for obtaining individual proof of immunizations and a background check and submit to their School prior to commencement of the Placement.

- 4.3 The Student is recommended to provide their own health insurance coverage for the period of the Placement. The Student will be financially responsible for any medical care including, but not limited to, emergency outpatient care, they receive at Carle.
- 4.4 The Student may be required to sign a confidentiality agreement and a release of liability for any personal injuries that may be sustained while on Carle premises prior to Placement.
- 4.5 The Student will complete the required HIPAA training and any other training required by Carle for the Placement including a job description acknowledgment prior to commencing their Placement.

#### **ARTICLE V: CONFIDENTIALITY**

- 5.1 School, its Students, and any of its visiting faculty shall not disclose Confidential Information (defined below) and will use best efforts to prevent unauthorized disclosure of such information. If it becomes necessary to make such disclosure, the Parties shall enter into a separate confidentiality agreement prior to making such disclosure. The foregoing obligations shall not apply to the extent that (i) such information becomes generally available to the public other than as a result of an improper disclosure by the School, its Students or its visiting faculty, or (ii) such information was available to the other Party on a non-confidential basis prior to its disclosure hereunder, or (iii) such Parties are required by law to disclose, file or register the same, or (iv) Carle has consented to such disclosure being made.
- 5.2 Confidential information includes, but is not limited to, any information identified by either Party as “confidential” or “proprietary”, or which, under all of the circumstances, ought reasonably be treated as confidential and/or proprietary, including this Agreement.
- 5.3 HIPAA. It is the intent of the Parties to comply in all respects with the applicable provisions of the HIPAA Privacy and Security Regulations, 45 CFR parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 USC Section 1320 (d) et seq. (“HIPAA”), as it pertains to the Parties respectively. Each Party agrees not to use or disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the “PHI”), concerning a patient other than as permitted by the requirements of HIPAA (or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations), or as may be required by law. PHI shall only be used by the Parties to accomplish the intended purpose of this Agreement and shall only be disclosed as required by law. Each Party agrees to use appropriate safeguards to prevent use or disclosure of the PHI except use or disclosure specifically permitted pursuant to this Agreement or as may be required by law or court order. Notwithstanding the foregoing, no PHI is anticipated to be exchanged between Carle and the School. Furthermore, the Parties agree that solely for the purpose of defining the Students’ role in relation to the use and disclosure of Carle’s PHI, it is understood that each Student are considered a member of Carle’s “workforce” as that term is defined by 45 CFR 160.103 when engaged in activities pursuant to this Agreement. Accordingly, neither the School nor any of its Students meet the definition of a Business Associate under HIPAA. As such, a Business Associate Agreement is not required. Provided, however,

that if during the term of this Agreement, an exchange of PHI between Carle and the School is required, or the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate, as that term is defined in the federal privacy regulations, the School and Carle shall, upon a date mutually agreed by the Parties, execute a Business Associate Agreement.

## ARTICLE VI: TERMINATION

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

## ARTICLE VII: GENERAL PROVISIONS

- 7.1 Independent Contractor. In the performance of all duties and obligations, Carle, School, and are, at all times, independent contractors and not joint venturers, agents, partners or employers/employees of the other. Neither Party nor their respective faculty, staff, employees, Students or agents shall be or claim to be faculty, staff, employee, student or agent of the other. Each Party shall be responsible for payment on behalf of its employees any and all contributions and taxes imposed by local, state or federal law, including, but not limited to, taxes or contributions for social security, unemployment insurance, worker's compensation, old age retirement benefits, pensions and annuities, and agrees to provide indemnity for any such payment made by the other Party.
- 7.2 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties hereto.
- 7.3 Assignment. Neither Party may assign this Agreement, or any portion of it, without prior written consent of the other Party.
- 7.4 Corporate Compliance. Carle has a corporate compliance plan, the purpose of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to

prevent misconduct. School acknowledges Carle's commitment to corporate compliance and agrees the School, its Students and faculty, will conduct themselves in accord with applicable legal authority.

- 7.5 Warranty of Non-Exclusion. By execution of this Agreement, School represents and warrants to Carle that it and its Students and faculty participating in a Placement (collectively "School") have not (i) been excluded, debarred, or otherwise ineligible to participate in any Federal Health Care Program (as defined herein); (ii) been convicted of a criminal offense related to the provision of health care items or services; and (iii) arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it knows or should know is excluded from the participation in any Federal Health Care Program. School represents and warrants that it is not currently under investigation or otherwise aware of any circumstances that may result in School being excluded from participation in any Federal Health Care Program and that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g), has occurred or is pending or threatened against School. For the purpose of this Paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program. This shall be an ongoing representation and warranty throughout the Term of this Agreement. School shall immediately notify Carle of any change in the status of the representation and warranty set forth in this section. Any breach of this section shall give Carle the right to terminate the Agreement immediately for cause.
- 7.6 Entire Agreement. This Agreement supersedes all previous contracts, agreements or understandings between the Parties with respect to the same subject matter and constitutes the entire agreement between the Parties hereto, and Carle and School shall neither be entitled to benefits other than those herein specifically enumerated.
- 7.7 Execution. This Agreement and any amendment hereto, may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, and is binding on all Parties notwithstanding that each Party may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic signatures shall be considered original signatures.
- 7.8 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.
- 7.9 Interpretation. The paragraph headings used herein are for convenience purposes only and do not constitute matter to be construed in interpreting this Agreement. The Parties hereto acknowledge and agree that: (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rules of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

- 7.10 Marketing. Neither Party shall use the name of the other Party in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the Party whose name is to be used.
- 7.11 Statement of Non-Discrimination. Both Parties are committed to providing services in a manner that is free of discrimination and harassment based on race, ethnicity, national origin, ancestry, religion, gender identity, sexual preference, age, veteran status or mental/physical disability.
- 7.12 Severability. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligations of the Parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then as if this Agreement did not contain that particular term, covenant or condition. In such event, the remaining provisions of the Agreement shall be valid and enforceable to the extent permitted by law.
- 7.13 Notice. Notices or communications herein required or permitted shall be given to the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

If to School:  
 Illinois Eastern Community  
 Colleges  
 233 East Chestnut Street  
 Olney, IL 62450  
 Attn: Dean of Health Professions

If to Carle:  
 THE CARLE FOUNDATION  
 Human Resources  
 611 West Park Street  
 Urbana, IL 61801  
 Attn: Meghan Martz

With a Copy To:  
 Carle Health  
 611 West Park Street  
 Urbana, IL 61801  
 Attn: Legal Services

- 7.14 Successors and Assigns. This Agreement shall extend to and be binding upon representatives, successors and assigns of the Parties. This provision, however, shall not be construed to permit the assignment of this Agreement by either Party, except as may be permitted hereby.
- 7.15 Survival of Covenants. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement.
- 7.16 Third Party Rights. Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.

**7.17 Waiver of Breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

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

**The Carle Foundation**

**School**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Carle Entities Covered by this Agreement:

- The Carle Foundation Hospital
- Carle Health Care Incorporated d/b/a Carle Physician Group
- Hoopston Community Memorial Hospital d/b/a Carle Hoopston Regional Health Center
- Richland Memorial Hospital Inc. d/b/a Carle Richland Memorial Hospital
- Champaign Surgery Center
- Arrow Ambulance, LLC
- Carle West Physician Group
- Carle BroMenn Medical Center
- Carle Eureka Hospital
- Methodist Medical Center of Illinois d/b/a Carle Health Methodist Hospital
- Proctor Hospital d/b/a Carle Health Proctor Hospital
- Pekin Memorial Hospital d/b/a Carle Health Pekin Hospital
- Proctor Health Systems d/b/a Carle Health Methodist Physician Group

### Specific Programs Covered by this Agreement for Placement:

*(i.e. degree programs for disciplines such as public health, health law and policy, JD, etc.)*

### Non-Clinical Certificate and Degree Programs

D140 Accounting  
D355 Early Childhood Education  
C353 ECE Level 2 Credential  
C354 ECE Level 3 Credential  
D199 Graphic Arts & Design  
D188 Health Information Technology  
D425 Human and Behavioral Health  
D245 Human Resource Assistant  
D217 Information Systems Technology  
D235 Marketing Business Mgmt  
C189 Medical Coding Associate  
C244 MS Office Specialist  
C216 Network Technician  
D247 Office Administration  
D186 Office Management  
D302 Process Technology

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: September 17, 2024  
RE: Board of Trustees Election

Elections to the Board of Trustees will occur on April 1, 2025, and the Board needs to take official notice of the dates concerning that election.

August 20, 2024 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.

November 12 to November 18, 2024, is the period for filing nominating petitions with the local election official.

April 1, 2025 is election of community college trustees at the consolidated election.

April 29, 2025 is the last day for community college Boards to conduct an organizational meeting for the seating of trustees elected at the April 1<sup>st</sup> election.

The IECC Board has three Trustees who have terms that are expiring. Those seats are currently held by Susan Batchelor, John D. Brooks, and Roger Browning. Trustees will be running for two 6-year terms and one 3-year term.

To conduct the election, the Board needs to appoint an election official and an assistant election official to act in the absence of the election official.

I ask the Board's approval of the dates and terms open for election on April 1, 2025 and for the appointment of Sonja Wease as the Election Official and the appointment of Sheryl Childers to be the Assistant Election Official.

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: September 17, 2024  
RE: State Gift Ban Act (100.20)

This policy was reviewed in accordance with IECC's policy and procedure monitoring practices and found it would be beneficial to include information on all of the provisions that were previously adopted via the Ethics Ordinance by the Board of Trustees on April 20, 2004.

The proposed revisions to policy and a new corresponding procedure (which provides additional guidelines) have been approved by the Strategic Engagement Plan Council. I would ask the Board to waive the second reading and approve Policy 100.20 as presented.

RG/lb

Attachment

**State Officials and Employees Ethics Gift Ban Act (100.20)**

Date Adopted: June 20, 1999

Revised: October 15, 2002

Revised: April 20, 2004

Revised: TBD (Pending Board Approval)

The Board of Trustees and Employees of the Illinois Eastern Community Colleges (IECC) shall adhere to those provisions ~~operate in compliance with the~~ of the Illinois State Officials and Employees Ethics Gift Ban Act 5 ILCS 430 (Act) that were adopted, via the Ethics Ordinance (Ordinance), by the IECC Board of Trustees on April 20, 2004. ~~(Public Act 90-0737).~~

**I. Provisions of the Act**

~~A. As used in this policy, the terms "employee," "gift," and "prohibited source" shall be defined as in the Act.~~

**A. Prohibited Political Activity (Article 5)**

IECC trustees and employees shall not intentionally perform or intentionally require any other trustee or employee to perform any prohibited political activity during any compensated time. Details and exceptions to this prohibited activity are provided for in the Act/Ordinance and shall be outlined in procedures.

**B. Gift Ban (Article 10)**

~~B. The IECC trustees and employees shall not intentionally solicit or accept any gifts from a except they may accept any item or items from any one prohibited source during any calendar year having a cumulative value of less than \$75, or as provided otherwise in section 15, and any other applicable provision of the State Gift Ban Act, from any prohibited source or in violation of any federal or state statute, rule, or regulation. This ban applies to and includes spouses of or an immediate family member living with the trustee or employee. (No prohibited source shall offer or make a gift that violates this section.) Details and exceptions to this ban are provided for in the Act/Ordinance and shall be outlined in procedures.~~

~~C. Any trustee or employee that is the recipient of a gift that is given in violation of this policy may, at his or her discretion, return the item to the donor or give an amount equal to its value to an appropriate charity.~~

**C. Ethics Officer (Article 15)**

**D.** The Chair of the Board of Trustees shall designate an Ethics Officer for the District. The minimum duties of the Ethics Officer shall be as provided in the Act/Ordinance:

- (1) To review statements of economic interest and disclosure forms of Illinois Eastern Community Colleges Trustees and senior employees before they are filed with the Secretary of State;
- (2) To provide guidance to trustees and employees in the interpretation and implementation of the ~~Gift Ban~~ Act/Ordinance and this policy.

**D. Ethics Commission (Article 20)**

The Chancellor, with the advice and consent of the Board of Trustees, shall appoint an Ethics Commission to investigate written complaints alleging a violation of this Ordinance. Procedures will further describe additional duties of the Commission and describe, at a minimum, the complaint, investigation, and hearing processes.

E. Penalties (Article 25)

Penalties have been established per the Ordinance and are outlined in procedures.

**II. Training**

The Executive Director of Human Resources is charged with ensuring employees receive appropriate ethics and conduct training. The Board of Trustees receive ethics training in compliance with The Public Community College Act.

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: September 17, 2024  
RE: Background Check Determination Policy (500.22)

This policy was reviewed in accordance with IECC's policy and procedure monitoring practices. Revisions were made to improve clarity, and the authority references were updated.

The proposed revisions to policy have been approved by the Strategic Engagement Plan Council. I would ask the Board to waive the second reading and approve Policy 500.22 as presented.

RG/ge

Attachment

STUDENT - 500

**Criminal Background Checks on Students Determination Policy (500.22)**

Date Adopted: December 14, 2004

Revised: TBD (Pending Board Approval)

~~In any instance where the student is required to complete a student criminal background check, the college Presidents having program responsibility, or the CEO, will be the final authority to determine whether such criminal background check is sufficient.~~

IECC is committed to ensuring sufficient criminal background investigations are performed on students prior to acceptance into, or participation in, applicable programs or extracurricular activities.

In the absence of external agency mandates pertaining to the extensiveness of the student background check, the appropriate dean or chief academic officer will make a determination. Further, the appropriate dean or chief academic officer shall have the right and authority to initiate a more extensive background check than that mandated by the external agency.

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: September 17, 2024  
RE: Prohibiting Sex Discrimination (100.42) NEW  
Preventing Sexual Misconduct Policy (100.31) RETIRING

The Department of Education recently released the final Title IX regulations, which took effect on August 1, 2024. This date is important because any reports of sexual misconduct occurring before then must be handled under the previous regulations, following IECC's procedure 100.31. To accommodate the new Title IX rules while keeping procedure 100.31 in place, a completely new policy and procedure have been created, rather than revising the existing ones.

SEPC has approved the new Prohibiting Sex Discrimination policy and procedure (100.42) and the deletion of the Preventing Sexual Misconduct Policy (100.31). Policy 100.42 must take effect on August 1, 2024, to align with the implementation date of the new regulations. Like many higher education institutions, IECC had limited time to respond due to the delayed release of the regulations and the need for legal counsel review. I recommend that the Board waive the second reading and approve the new Prohibiting Sex Discrimination (100.42) policy, effective August 1, 2024, along with the deletion of the previous policy Preventing Sexual Misconduct (100.31).

RG/mf

Attachments

## **Preventing Sexual Misconduct Policy (100.31)**

Date Adopted: July 19, 2016

Revised: October 18, 2016

Revised: January 17, 2017

Revised and combined with Policies 100.17 & 100.29: July 18, 2017

Revised: December 12, 2017

Revised: August 18, 2020

Revised: February 16, 2021

Deleted by Board action TBD - Replaced by Prohibiting Sex Discrimination (Policy 100.42)

### I. Policy Statement

Illinois Eastern Community Colleges District #529 is committed to maintaining a safe and healthy educational and employment environment that is free from discrimination, harassment, and other misconduct on the basis of sex, which includes sexual orientation and gender-related identity. The College prohibits all forms of sex-based misconduct, including but not limited to sex discrimination, sexual harassment, sexual violence, domestic violence, dating violence, and stalking. The College also prohibits discrimination and harassment on the basis of sex, sexual orientation, gender-related identity and expression, pregnancy, and parental status under its Nondiscrimination Policy (100.8).

It is the policy of Illinois Eastern Community Colleges to comply with Title IX of the *Education Amendments of 1972* ("Title IX"), the *Violence Against Women Reauthorization Act* ("VAWA"), Title VII of the *Civil Rights Act of 1964* ("Title VII"), the *Illinois Human Rights Act*, the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act* ("Clery Act"), the *Preventing Sexual Violence in Higher Education Act*, and all other applicable laws and local ordinances regarding unlawful sex-based discrimination, harassment or other misconduct.

Individuals found to have engaged in prohibited sex-based misconduct will be subject to disciplinary action, up to and including termination and/or expulsion from the College.

### II. Title IX Compliance

As required under Title IX, the College does not discriminate on the basis of sex in the education program or activity that it operates. This requirement not to discriminate extends to admission and employment.

The College has designated the Program Director of Grants and Compliance as the Title IX Coordinator, who is responsible for coordinating the College's efforts to comply with its responsibilities under Title IX. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be directed to the College's Title IX Coordinator, the Assistant Secretary for Civil Rights at the United States Department of Education, or both.

### III. Retaliation Prohibited

Any form of retaliation, including intimidation, threats, harassment, and other adverse action taken or threatened against any complainant or person reporting sex discrimination, sexual harassment or other sex-based misconduct, or against any person cooperating in the investigation of allegations of sex-based misconduct (including testifying, assisting, or participating in any manner in an investigation), is strictly prohibited.

### IV. Implementing Procedures

The College will establish, maintain, and publish procedures implementing this Policy, which set forth:

- The scope and jurisdiction of the College's prohibition on sex-based misconduct;
- Definitions of prohibited conduct;

- Responsibilities of and contact information for the College's Title IX Coordinator(s) and the Department of Human Resources;
- Options for assistance following an incident of sex-based discrimination, harassment or other misconduct;
- Procedures for reporting and confidentially disclosing alleged sex-based misconduct, including a mechanism for reporting and independent review of allegations against one elected official by another elected official;
- The College's response to reports of alleged sex-based misconduct;
- The College's grievance process for complaints alleging Title IX sexual harassment and/or alleging sexual violence, domestic violence, dating violence, or stalking;
- Prevention and education programming provided to College students; and
- Training and education provided to the Title IX Coordinator, Title IX investigators, and anyone else involved in the receipt of reports of, responding to, investigating, or adjudicating alleged incidents of sexual discrimination, harassment or other misconduct, or involved in the referral or provision of services to survivors.

**Prohibiting Sex Discrimination (100.42)**

Date Adopted: TBD (Effective August 1, 2024; formerly Policy 100.31)

**I. Policy Statement**

Illinois Eastern Community College District #529 is committed to maintaining a safe and healthy educational and employment environment that is free from sex discrimination, which includes discrimination and harassment based on sex, sex stereotypes, sex characteristics, pregnancy and related conditions, sexual orientation, and gender identity and expression. IECC also prohibits discrimination and harassment on the basis of sex, sex stereotypes, sex characteristics, pregnancy and related conditions, sexual orientation, and gender identity and expression under its Nondiscrimination Policy 100.8.

It is the policy of IECC to comply with *Title IX of the Education Amendments of 1972* ("Title IX"), the *Violence Against Women Reauthorization Act* ("VAWA"), Title VII of the *Civil Rights Act of 1964* ("Title VII"), the *Illinois Human Rights Act*, the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act* ("Clery Act"), the *Preventing Sexual Violence in Higher Education Act*, and all other applicable laws and local ordinances regarding unlawful sex-based discrimination, harassment or other misconduct.

Individuals found to have engaged in prohibited sex discrimination will be subject to disciplinary action, up to and including termination and/or expulsion from IECC.

**II. Title IX Compliance**

As required under Title IX, IECC does not discriminate on the basis of sex and prohibits sex discrimination in the education programs and activities that it operates. IECC's commitment not to discriminate and prohibition on discrimination extends to admissions and employment.

IECC has designated the Program Director of Grants and Compliance as the Title IX Coordinator, who is responsible for coordinating IECC's efforts to comply with its responsibilities under Title IX. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be directed to IECC's Title IX Coordinator, the Assistant Secretary for Civil Rights at the United States Department of Education, or both.

**III. Retaliation Prohibited**

Retaliation, including intimidation, threats, coercion, or discrimination against any person who, in good faith, reports or discloses alleged sex discrimination, files a complaint, or otherwise participates or declines to participate in an investigation into allegations of sex discrimination, is strictly prohibited.

**IV. Implementing Procedures**

IECC will establish, maintain and publish procedures implementing this Policy, which set forth:

- The application and scope of IECC's prohibition on sex discrimination;
- Definitions of prohibited conduct and a definition of consent;
- Responsibilities of and contact information for IECC's Title IX Coordinator and the Department of Human Resources;
- Options for assistance following an incident of sex discrimination;
- Procedures for reporting and confidentially disclosing alleged sex discrimination;
- IECC's response to reports of alleged sex discrimination;
- IECC's grievance procedures for complaints alleging sex discrimination, including complaints alleging sex-based harassment;
- A mechanism for reporting and independent review of allegations against one elected official by another elected official;

- Prevention and education programming provided to IECC students; and
- Training and education provided to all IECC employees.

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: September 17, 2024

RE: Robinson Crawford Enterprise Zone Amendment

The Robinson Crawford Enterprise Zone was certified on January 1, 2020, with the support of the various taxing bodies of the zone. The Municipality and County have expressed interest in amending the provisions of the original eligible properties to include residential projects.

As part of the amendment process, letters of support from all taxing bodies within the zone must be obtained. The attached resolution would supply the City of Robinson with the support of the IECC Board of Trustees to amend the provisions to include residential property.

I ask the Board's approval of support for the amendment to the Robinson Crawford Enterprise Zone.

RG/akb

Attachment

**PUBLIC TAXING AUTHORITY  
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529**

**TAX ABATEMENT RESOLUTION  
AUTHORIZING TAX ABATEMENT WITHIN THE ENTERPRISE ZONE**

**WHEREAS**, pursuant to 20 ILCS 655/1 et. Seq. (formerly Ill. Rev. Stat. 1991, ch 67 ½, Section 601 et. Seq.) (the “Act”), the State of Illinois authorized the creation of enterprise zones, together with certain incentive programs; and

**WHEREAS**, pursuant to the Act, the Robinson Crawford Enterprise Zone, which included certain real estate located in the City of Robinson, Illinois (“Robinson”), and the County of Crawford, Illinois (the “County”) was approved and certified by the Illinois Department of Commerce and Economic Opportunity (“DCEO”) to commence January 1, 2020; and

**WHEREAS**, pursuant to Public Act 97-905, the State of Illinois amended the Act to provide for the amendment of Enterprise Zones, and in connection therewith, and subject to the certification and approval by DCEO, the City of Robinson and the County, in a joint exercise of their powers pursuant to the Intergovernmental Cooperation Act, do hereby amend the Enterprise Zone under the Act to add units of government to the Enterprise Zone, and to add territory to the Enterprise Zone; and,

**WHEREAS**, the adopted Ordinances would extend the property tax abatement incentive to the proposed added territory and units of government for remodeling, rehabilitation or new construction projects located within the enterprise zone area; and

**WHEREAS**, the extension of the property tax abatements to additional territory and units of government to the enterprise zone requires the approval of the taxing districts within the Robinson Crawford Enterprise Zone; and

**WHEREAS**, Section 18-170 of the Illinois Property Tax Code permits any taxing district, upon a majority vote of its governing authority to order the county clerk to abate any portion of its taxes on property located within an enterprise zone upon which either new improvements have been constructed or existing improvements have been renovated or rehabilitated, so long as such abatement does not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements on the parcel.

**NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF Illinois Eastern Community College District #529** as follows:

**Illinois Eastern Community College District #529** hereby authorizes and directs the County Clerk of Crawford County, Illinois, to abate that portion of its taxes on real property located within the Robinson Crawford Enterprise Zone resulting from an increase in assessed valuation which is attributable to the construction of improvements and subject to the following limitations:

- a) No abatement shall be applicable to any such improvement project located within the boundaries of a Tax Increment Redevelopment Project District.

- b) Any abatement of taxes on any parcel shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvement in such parcel.
- c) Such abatement shall be allowed only for new and existing single-family and multi-family residential, commercial and industrial property located within the zone area.
- d) Such abatement of taxes on any parcel shall be for, and only for, the taxes attributable to an increased assessed valuation of the parcel for the taxing period immediately preceding the issuance of a building permit for the qualified construction and renovation or rehabilitation.
- e) Such abatement shall be at the rate of 100 percent of the taxes for a period of five years, beginning with the first year in which the improvements are fully assessed. Such is limited to the term of the Robinson Crawford Enterprise Zone.
- f) While the abatement is in effect, this public taxing authority will continue to receive all taxes corresponding to the equalized assessed valuation for the tax year immediately preceding the commencement of the project.
- g) This Resolution shall supersede any previous tax abatement Resolutions adopted by **Illinois Eastern Community College District #529** for the Robinson Crawford Enterprise Zone. This Resolution shall not affect any property tax abatement in effect at the time of adoption of the Resolution and any such property tax abatement shall remain in effect under its original term.

Upon roll call vote the following Corporate Authorities voted aye:

Upon roll call vote the following Corporate Authorities voted nay:

Passed and approved by the \_\_\_\_\_ at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Illinois Eastern Community College District #529**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
August 31, 2024**

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$ 7,319,641.34</b>
<b>Operations &amp; Maintenance</b>	<b>750,774.92</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>3,632,300.32</b>
<b>Bond &amp; Interest</b>	<b>696,304.55</b>
<b>Auxiliary</b>	<b>194,000.78</b>
<b>Restricted Purposes</b>	<b>100,495.20</b>
<b>Working Cash</b>	<b>5,991.65</b>
<b>Trust &amp; Agency</b>	<b>619,686.52</b>
<b>Audit</b>	<b>6,641.74</b>
<b>Liability, Protection &amp; Settlement</b>	<b>59,093.52</b>
<b>TOTAL ALL FUNDS</b>	<b><u>\$ 13,384,930.54</u></b>

Respectfully submitted,

Ryan Hawkins, Treasurer

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
August 31, 2024

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>ASSETS</b>						
Cash	\$ 7,345,941	\$ 750,775	\$ 3,632,300	\$ 696,305	\$ 214,501	\$ 100,495
Investments	8,540,946	2,764,773	8,049,562	-	3,419,336	-
Accounts Receivable	1,883,380	257,184	-	-	524,706	-
Other Receivables	1,059,155	60,616	173,930	-	30,564	253,843
Restricted Cash	-	-	3,915,659	-	-	-
Inventory	-	-	-	-	625,408	-
Other Assets	287,537	-	-	-	-	467,338
Due From Other Funds	-	-	-	-	-	-
Total Assets	<u>\$ 19,116,959</u>	<u>\$ 3,833,348</u>	<u>\$ 15,771,451</u>	<u>\$ 696,305</u>	<u>\$ 4,814,515</u>	<u>\$ 821,676</u>
<b>LIABILITIES</b>						
Accounts Payable	\$ 278,942	\$ 17,457	\$ (85,677)	\$ -	\$ 25,982	\$ 13,569
Accrued Payroll Liabilities	3,746	-	-	-	-	-
Other Accrued Liabilities	398,947	-	25,664	-	50,423	(72,034)
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	<u>681,635</u>	<u>17,457</u>	<u>(60,013)</u>	<u>-</u>	<u>76,405</u>	<u>(58,465)</u>
<b>FUND BALANCES</b>						
Non-Spendable	-	-	-	-	625,408	-
Restricted						
Board Designated	10,673,916	1,302,852	-	-	-	-
Other Purposes	-	1,375,486	10,764,082	696,305	-	-
Encumbered	12,942,898	1,137,553	5,067,382	-	2,125,695	1,295,358
Unassigned	(5,181,490)	-	-	-	1,987,007	(415,217)
Total Fund Balances	<u>18,435,324</u>	<u>3,815,891</u>	<u>15,831,464</u>	<u>696,305</u>	<u>4,738,110</u>	<u>880,141</u>
Total Liabilities and Fund Balances	<u>\$ 19,116,959</u>	<u>\$ 3,833,348</u>	<u>\$ 15,771,451</u>	<u>\$ 696,305</u>	<u>\$ 4,814,515</u>	<u>\$ 821,676</u>

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
August 31, 2024

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>ASSETS</b>					
Cash	\$ 5,992	\$ 619,687	\$ 6,642	\$ 59,094	\$ 13,431,732
Investments	6,156,524	-	-	-	28,931,141
Accounts Receivable	-	-	-	-	2,665,270
Other Receivables	178,107	94,047	-	-	1,850,262
Restricted Cash	-	-	-	-	3,915,659
Inventory	-	-	-	-	625,408
Other Assets	-	-	-	-	754,875
Due From Other Funds	-	-	-	-	-
Total Assets	<u>\$ 6,340,623</u>	<u>\$ 713,734</u>	<u>\$ 6,642</u>	<u>\$ 59,094</u>	<u>\$ 52,174,347</u>
<b>LIABILITIES</b>					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 250,273
Accrued Payroll Liabilities	-	-	-	-	3,746
Other Accrued Liabilities	-	(1,500)	-	-	401,500
Due to Other Funds	-	-	-	-	-
Total Liabilities	<u>-</u>	<u>(1,500)</u>	<u>-</u>	<u>-</u>	<u>655,519</u>
<b>FUND BALANCES</b>					
Non-Spendable	6,315,000	-	-	-	6,940,408
Restricted					
Board Designated	-	-	-	-	11,976,768
Other Purposes	25,623	706,722	6,642	53,191	13,628,051
Encumbered	-	8,512	-	5,903	22,583,301
Unassigned	-	-	-	-	(3,609,700)
Total Fund Balances	<u>6,340,623</u>	<u>715,234</u>	<u>6,642</u>	<u>59,094</u>	<u>51,518,828</u>
Total Liabilities and Fund Balances	<u>\$ 6,340,623</u>	<u>\$ 713,734</u>	<u>\$ 6,642</u>	<u>\$ 59,094</u>	<u>\$ 52,174,347</u>

Illinois Eastern Community Colleges  
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)  
 For the Period Ended August 31, 2024

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>REVENUES</b>						
Property Taxes	\$ 936,074	\$ 383,380	\$ 39,873	\$ 338,081	\$ -	\$ -
Replacement Taxes	-	43,105	-	-	-	-
ICCB Grants	2,601,736	-	-	-	-	3,759
Federal Grants	-	-	-	-	-	272,554
Tuition & Fees	6,180,745	476,800	-	-	59,682	-
Charges for Services	13,218	11,580	-	-	795,826	-
Interest	64,802	15,650	34,520	1,056	1,867	35
Other Revenues	6,620	31	-	-	3,993	51,259
Total Revenues	<u>9,803,195</u>	<u>930,546</u>	<u>74,393</u>	<u>339,137</u>	<u>861,368</u>	<u>327,607</u>
<b>EXPENDITURES</b>						
Payroll	2,319,702	198,047	-	-	316,860	258,685
Benefits	350,996	37,368	-	-	33,255	57,442
Contractual Services	405,905	109,555	37,934	-	48,933	69,177
Supplies	437,586	47,062	1,073	-	450,922	25,391
Travel	20,393	-	-	-	30,111	2,625
Fixed	4,814	-	-	-	127,750	306
Utilities	10,285	117,092	-	-	-	-
Capital Outlay	7,667	83,642	(392,567)	-	14,100	6,000
Other	28,169	-	-	-	21,168	(60,778)
Scholarships, Student Grants, & Waivers	2,237,892	-	-	-	69,904	24,310
Total Expenditures	<u>5,823,409</u>	<u>592,766</u>	<u>(353,560)</u>	<u>-</u>	<u>1,113,003</u>	<u>383,158</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>3,979,786</u>	<u>337,780</u>	<u>427,953</u>	<u>339,137</u>	<u>(251,635)</u>	<u>(55,551)</u>
<b>TRANSFERS</b>						
Net Transfers	(452,898)	10,000	-	-	442,898	-
Total Transfers	<u>(452,898)</u>	<u>10,000</u>	<u>-</u>	<u>-</u>	<u>442,898</u>	<u>-</u>
Net Change in Fund Balance	<u>3,526,888</u>	<u>347,780</u>	<u>427,953</u>	<u>339,137</u>	<u>191,263</u>	<u>(55,551)</u>
Fund Balance - Beginning	14,908,436	3,468,111	15,403,511	357,168	4,546,847	935,692
Fund Balance - Ending	<u>\$ 18,435,324</u>	<u>\$ 3,815,891</u>	<u>\$ 15,831,464</u>	<u>\$ 696,305</u>	<u>\$ 4,738,110</u>	<u>\$ 880,141</u>

Illinois Eastern Community Colleges  
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)  
 For the Period Ended August 31, 2024

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>REVENUES</b>					
Property Taxes	\$ -	\$ -	\$ 13,225	\$ 267,830	\$ 1,978,463
Replacement Taxes	-	-	-	-	43,105
ICCB Grants	-	-	-	-	2,605,495
Federal Grants	-	-	-	-	272,554
Tuition & Fees	-	-	-	-	6,717,227
Charges for Services	-	900	-	-	821,524
Interest	33,513	1,892	2	220	153,557
Other Revenues	-	191,222	-	1,428	254,553
Total Revenues	<u>33,513</u>	<u>194,014</u>	<u>13,227</u>	<u>269,478</u>	<u>12,846,478</u>
<b>EXPENDITURES</b>					
Payroll	-	-	-	-	3,093,294
Benefits	-	-	-	29,322	508,383
Contractual Services	-	380	7,200	-	679,084
Supplies	-	820	-	360	963,214
Travel	-	(5,809)	-	-	47,320
Fixed	-	-	-	530,268	663,138
Utilities	-	-	-	-	127,377
Capital Outlay	-	-	-	-	(281,158)
Other	-	(87,691)	-	-	(99,132)
Scholarships, Student Grants, & Waivers	-	122,645	-	-	2,454,751
Total Expenditures	<u>-</u>	<u>30,345</u>	<u>7,200</u>	<u>559,950</u>	<u>8,156,271</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>33,513</u>	<u>163,669</u>	<u>6,027</u>	<u>(290,472)</u>	<u>4,690,207</u>
<b>TRANSFERS</b>					
Net Transfers	-	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>33,513</u>	<u>163,669</u>	<u>6,027</u>	<u>(290,472)</u>	<u>4,690,207</u>
Fund Balance - Beginning	6,307,110	551,565	615	349,566	46,828,621
Fund Balance - Ending	<u>\$ 6,340,623</u>	<u>\$ 715,234</u>	<u>\$ 6,642</u>	<u>\$ 59,094</u>	<u>\$ 51,518,828</u>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Comparative Combined Balance Sheets - All Funds**  
**August 31, 2024**

Unaudited

	<b>ALL FUNDS</b>	
	<b>Fiscal</b>	<b>Fiscal</b>
	<b>Year</b>	<b>Year</b>
	<b>2025</b>	<b>2024</b>
<b>ASSETS:</b>		
CASH	\$ 13,384,931	\$ 13,528,152
IMPREST FUND	21,300	21,300
CHECK CLEARING	25,500	14,500
CDB PROJECT TRUST	3,915,659	3,864,479
PREPAID EXPENSES	287,537	254,319
INVESTMENTS	28,931,141	19,136,580
RECEIVABLES	3,947,363	10,057,367
ACCRUED REVENUE	568,168	163,779
INTERFUND RECEIVABLES	-	-
INVENTORY	625,408	701,173
OTHER ASSETS	467,338	440,364
FIXED ASSETS (Net of Depr)	30,988,253	23,945,457
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>\$ 83,162,598</b>	<b>\$ 72,127,470</b>
<b>LIABILITIES:</b>		
PAYROLL DEDUCTIONS PAYABLE	\$ 3,746	\$ 16,588
ACCOUNTS PAYABLE	199,851	433,882
DEFERRED REVENUE	76,065	129,279
L-T DEBT GROUP (FUND 9)	8,662,950	4,255,237
OPEB (Prior Year Restated for GASB 75 Implementation)	6,280,647	5,856,409
OTHER LIABILITIES	375,857	-
<b>TOTAL LIABILITIES:</b>	<b>15,599,116</b>	<b>10,699,671</b>
<b>FUND BALANCES:</b>		
FUND BALANCE	28,935,525	27,271,313
INVESTMENT IN PLANT (Net of Depr)	30,988,253	23,945,457
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(14,943,597)	(10,111,646)
RESERVE FOR ENCUMBRANCES	22,583,301	20,322,675
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>67,563,482</b>	<b>61,427,799</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>\$ 83,162,598</b>	<b>\$ 72,127,470</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES  
OPERATING FUNDS ONLY  
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2023-2025**

College	Category	FISCAL YEAR 2023			FISCAL YEAR 2024			FISCAL YEAR 2025			
		Budget	Spent Thru August	% of Budget	Budget	Spent Thru August	% of Budget	Tentative Budget	Spent Thru August	% of Budget	% of Year
Frontier	Bills		\$ 95,564			\$ 81,741			\$ 86,896		
	Payroll		200,887			211,733			311,382		
	Waivers		282,080			325,060			175,068		
	Totals	\$ 3,873,183	578,531	15%	\$ 3,936,161	618,534	16%	\$ 4,523,243	573,346	13%	17%
Lincoln Trail	Bills		\$ 134,215			\$ 138,971			\$ 106,630		
	Payroll		186,612			187,938			365,045		
	Waivers		388,071			437,582			322,914		
	Totals	\$ 4,727,391	708,898	15%	\$ 4,480,373	764,491	17%	\$ 4,760,106	794,589	17%	17%
Olney Central	Bills		\$ 188,181			\$ 476,828			\$ 437,032		
	Payroll		365,440			369,079			688,254		
	Waivers		330,880			375,849			259,203		
	Totals	\$ 7,402,072	884,501	12%	\$ 7,643,937	1,221,756	16%	\$ 7,622,079	1,384,489	18%	17%
Wabash Valley	Bills		\$ 171,476			\$ 267,271			\$ 206,737		
	Payroll		277,178			265,730			434,758		
	Waivers		556,463			631,046			424,678		
	Totals	\$ 6,271,689	1,005,117	16%	\$ 5,915,330	1,164,047	20%	\$ 5,816,006	1,066,173	18%	17%
Workforce Educ.	Bills		\$ 20,158			\$ 20,850			\$ 25,935		
	Payroll		73,731			77,453			103,692		
	Waivers		188,034			323,248			484,459		
	Totals	\$ 2,761,446	281,923	10%	\$ 2,619,370	421,551	16%	\$ 2,740,542	614,086	22%	17%
District Wide	Bills		528,489			557,678			\$ 797,640		
	Payroll		359,560			471,996			614,618		
	Waivers		10,191			120,768			571,234		
	Totals	10,045,343	898,240		9,886,500	1,150,442	12%	\$ 9,389,968	1,983,492	21%	17%
<b>GRAND TOTALS</b>		<b>\$ 35,081,124</b>	<b>\$ 4,357,210</b>	<b>12%</b>	<b>\$ 34,481,671</b>	<b>\$ 5,340,821</b>	<b>15%</b>	<b>\$ 34,851,944</b>	<b>\$ 6,416,175</b>	<b>18%</b>	<b>17%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Revenues & Expenditures Report**  
**For the Period Ended August 31, 2024**

**Unaudited**

	<b>FY 2025</b>		<b>FY 2024</b>		<b>Increase (Decrease)</b>	
	<b>Amount</b>	<b>% of Total</b>	<b>Amount</b>	<b>% of Total</b>	<b>\$</b>	<b>%</b>
	Property Taxes	\$ 1,319,454	12.29%	\$ 995,470	10.93%	\$ 323,984
Replacement Taxes	43,105	0.40%	57,570	0.63%	(14,465)	-25.126%
ICCB Grants	2,601,736	24.24%	1,316,878	14.46%	1,284,858	97.568%
Tuition & Fees	6,657,545	62.02%	6,674,071	73.28%	(16,526)	-0.248%
Charges for Services	26,423	0.25%	16,490	0.18%	9,933	60.237%
Interest	80,446	0.75%	36,610	0.40%	43,836	119.738%
Other Revenues	5,028	0.05%	10,353	0.11%	(5,325)	-51.434%
	<u>\$ 10,733,737</u>	<u>100.00%</u>	<u>\$ 9,107,442</u>	<u>100.00%</u>	<u>\$ 1,626,295</u>	<u>17.857%</u>

	<b>FY 2025</b>		<b>FY 2024</b>		<b>Increase (Decrease)</b>	
	<b>Amount</b>	<b>% of Total</b>	<b>Amount</b>	<b>% of Total</b>	<b>\$</b>	<b>%</b>
	Salaries	\$ 2,517,749	39.24%	\$ 1,583,929	29.66%	\$ 933,820
Employee Benefits	388,364	6.05%	377,277	7.06%	11,087	2.939%
Contractual Services	515,460	8.03%	471,001	8.82%	44,459	9.439%
Materials	484,648	7.55%	381,225	7.14%	103,423	27.129%
Travel & Staff Development	20,393	0.32%	24,345	0.46%	(3,952)	-16.233%
Fixed Charges	4,814	0.08%	8,010	0.15%	(3,196)	-39.900%
Utilities	127,377	1.99%	161,192	3.02%	(33,815)	-20.978%
Capital Outlay	91,308	1.42%	92,104	1.72%	(796)	-0.864%
Other	2,266,062	35.32%	2,241,738	41.97%	24,324	1.085%
	<u>\$ 6,416,175</u>	<u>100.00%</u>	<u>\$ 5,340,821</u>	<u>100.00%</u>	<u>\$ 1,075,354</u>	<u>20.135%</u>



## **MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Ryan Gower  
**DATE:** September 17, 2024  
**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the September Personnel Report. Additional information for items 400.1, 400.2, 400.3, 400.4, & 400.5 have been sent under separate confidential cover.

## **INDEX**

- 400.1. Employment of Personnel**
- 400.2. Approval to Hire Staff Prior to October 15, 2024 Meeting**
- 400.3. Position Title Change**
- 400.4. Approval of Proposed Non-College Employment**
- 400.5. Resignation Ratification**

## PERSONNEL REPORT

### 400.1 Employment of Personnel

#### A. Professional, Non-Faculty, Non-Exempt

1. Mandy Greppares, Coordinator of Academic Affairs, FCC effective September 23, 2024

### 400.2 Approval to Hire Staff Prior to October 15, 2024 Meeting

#### A. Professional, Non-Faculty, Exempt

1. Interim Head Baseball Coach, OCC

### 400.3 Position Title Change

#### A. Professional, Non-Faculty, Exempt

1. Jamie Carman from Director of Academic Advising and Records to Director of Academic Advising

### 400.4 Approval of Proposed Non-College Employment

<u>Name</u>	<u>Employer</u>	<u>Hours/Days per Academic Month</u>
Joseph Brown	JB Express Transportation LLC Cisne, IL KTDA Trucking Mt. Erie, IL	20 days/100 hours

### 400.5 Resignation Ratification

1. Phil Britton, Head Baseball Coach, OCC effective September 13, 2024.
2. Amanda Kotch, Distance Learning Specialist, Title III effective September 20, 2024
3. Trevin Milner, Coordinator of Public Information and Marketing, FCC effective September 27, 2024