

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

IECC Board of Trustees Meeting

Tuesday, November 18, 2025



Location:

**Banquet Room - Olney Central College
305 N. West Street
Olney, IL 62450**

Meeting – 5:00 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, November 18, 2025
5:00 p.m.**

**Banquet Room - Olney Central College
305 N. West Street
Olney, IL 62450**

- | | | |
|---|-------------------|----|
| 1. Call to Order & Roll Call | Chairman Carter | |
| 2. Welcome from the Chair | Chairman Carter | |
| 3. Recognition of Visitors and Guests | President Simpson | |
| A. Visitors and Guests | | |
| B. IECCEA Representative | | |
| 4. Public Comments | | |
| 5. Reports | | |
| A. Trustees | | |
| B. Chancellor | | |
| C. Vice Chancellors | | |
| 6. Approval of Consent Agenda | Chancellor Gower | |
| A. Disposition of Minutes | | 5 |
| B. Policy 400.14 Definition of Full-Time Employment | | 10 |

C.	Affiliation Agreements		13
i.	Little Company of Mary Hospital of Indiana, Inc. d/b/a Deaconess Memorial Medical Center		14
ii.	SSM Health		21
7.	Action on Items Removed from Consent Agenda	Chancellor Gower	
8.	Policy First Reading (and Possible Approval) - None.	Chancellor Gower	
9.	Policy Second Reading - None.		
10.	Staff Recommendations for Approval		
A.	Revised 2025 IECC BOT Meeting Schedule	Chancellor Gower	35
B.	Resolution Establishing Tax Levy Hearing	Chancellor Gower	37
C.	2025 Estimated Tax Levy Resolution	Chancellor Gower	39
D.	LTC Emergency Repairs Request	Chancellor Gower	44
E.	Electricity Supplier Contract	Chancellor Gower	45
11.	Bid Committee Report - None.	Chancellor Gower	
12.	District Finance	Mr. Hawkins	
A.	Financial Report		46

B. Approval of Financial Obligations

13. Executive Session

Chancellor Gower

A. 2(c)(1) Employment/Appointment
Matters

B. 2(c)(2) Collective Negotiating Matters

C. 2(c)(12) Litigation

14. Approval of Executive Session Minutes

Chancellor Gower

15. Approval of Personnel Report

Mrs. McDowell 55

16. Litigation

Chancellor Gower

17. Other Items

18. Adjournment

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

Susan Batchelor:	Present
Roger Browning:	Present
Gary Carter:	Present
Brenda Culver:	Present
John McLaughlin:	Present
Jan Ridgely:	Absent
Mireya Rose (Student Trustee):	Present
Barbara Shimer:	Present

Present: 6, Absent: 1.

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 – Cassandra Goldman, Brandon Weger, Amber Malone, Shasta Bennett, Lisa Rauch, Kim Schucker, Nixie Hnetkovsky, Steve Hnetkovsky, Dustin Wiggins, & Linda Monge

3.B. IECCEA Representative – Nixie Hnetkovsky reported that midterm exams have concluded. Spring registration began on October 21st and preparations for the Spring semester are in progress.

4. Public Comments - None

5. Reports

5.A. Trustees - Student Trustee Rose provided an update on student wellness surveys conducted last year and how to assist non-traditional students.

5.B. Chancellor - No report.

5.C. Vice Chancellors – Verbal updates were provided in addition to the campus newsletters.

6. Approval of Consent Agenda

Motion to approve the consent agenda as presented. This motion, made by John McLaughlin and seconded by Susan Batchelor, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea
Yea: 6, Nay: 0, Absent: 1

6.A. Disposition of Minutes – Open meeting minutes as prepared for the regular meeting on September 16, 2025 were presented for approval.

6.B. Log of Student Complaints – The FY2025 Student Complaint Annual Review was presented for approval. **Document Registry 25-10-01**

6.C. Cosmetology & Nail Technician Fee – Cost recovery fees for equipment kits for the Cosmetology and Nail Technology programs were presented for approval.

6.D. Policy 100.23 Theft Prevention – Revisions to the Theft Prevention Policy 100.23 were presented for approval to better define oversight responsibilities within the Identity Theft Prevention Program. **Document Registry 25-10-02**

6.E. Policy 100.28 Weapons – Revisions to the Weapons and Concealed Firearms Policy 100.28 were presented for approval with the removal of outdated references. **Document Registry 25-10-03**

6.F. Policy 300.18 Assignment of Vehicles – Revisions to the Assignment of Vehicles Policy 300.18 were presented for approval to reflect actual practices and clarify expectations for maintaining compliance and accountability in the use of District vehicles. **Document Registry 25-10-04**

6.G. Affiliation Agreements – Chancellor Gower recommended approval of the affiliation agreement with Greene Sullivan Special Education Cooperative. **Document Registry 25-10-05**

7. Action on Items Removed from Consent Agenda - None

8. Policy First Reading (and Possible Approval)

8.A. Policy 100.43 Intercollegiate Athletics

Motion to waive the second reading and approve the development of the Intercollegiate Athletics Policy 100.43 to provide greater Board direction and clearer administrative oversight of athletics across the District. **Document Registry 25-10-06** This motion, made by Brenda Culver and seconded by Roger Browning, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 6, Nay: 0, Absent: 1

8.B. Policy 100.24 Emergency Management

Motion to waive the second reading and approve the revisions to Emergency Response Plans Policy 100.24 to provide a more comprehensive framework for campus safety and preparedness. The revised policy formally establishes the Campus Emergency Management Teams at each location, which coordinate emergency readiness, training, and communication activities for their respective campus. **Document Registry 25-10-07** This motion, made by Brenda Culver and seconded by Barbara Shimer, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 6, Nay: 0, Absent: 1

9. Policy Second Reading

9.A. Policy 100.41 Foundation Collaboration

Motion to approve the Policy on Board of Trustees and Foundations Collaboration (100.41) after the second reading that reflects input from both the Board and administration and provides clearer guidance regarding the collaborative relationship between the District and its affiliated Foundations. **Document Registry 25-10-08** This motion, made by Roger Browning and seconded by Mireya Rose, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 6, Nay: 0, Absent: 1

10. Staff Recommendations for Approval

10.A. Resolution for USDA Grant Portal Access

Motion to approve the resolution for USDA Grant Reporting access as presented. **Document Registry 25-10-09** This motion, made by John McLaughlin and seconded by Barbara Shimer, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 6, Nay: 0, Absent: 1

10.B. 2026 Health Insurance Renewal

Motion to approve medical and dental insurance plans and premiums for calendar year 2026 were approved by the Board. The District network will continue to be through BlueCross BlueShield with about an 8.9% increase in premium rates from 2025. This motion, made by John McLaughlin and seconded by Roger Browning, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 6, Nay: 0, Absent: 1

10.C. Health Savings Accounts Calendar Year 2026

Motion to approve a Health Savings Account contribution of \$1,000 for each eligible employee who is enrolled in the District's Qualified Deductible Health Plan for calendar year 2026. This motion, made by Susan Batchelor and seconded by Barbara Shimer, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 6, Nay: 0, Absent: 1

10.D. Purchase of SimCapture Subscription & Hardware

Motion to approve the purchase of simulation lab equipment and software for the new Health Professions Center addition in Wattleworth Hall, a Capital Development Board project nearing completion. The Laerdal SimCapture system, procured through the Sourcewell cooperative purchasing contract, will provide advanced simulation technology, training, and support to enhance Allied Health education. This motion, made by Barbara Shimer and seconded by

Brenda Culver, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 6, Nay: 0, Absent: 1

10.E. LTC Emergency Repairs

Motion to approve emergency repairs due to hail damage at Lincoln Trail College totaling \$458,162. The work, funded through insurance proceeds, includes roof replacements by Martinsville Roofing and HVAC repairs by Entec to restore facilities impacted by the weather event in May 2025. This motion, made by Barbara Shimer and seconded by Susan Batchelor, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Mireya Rose (Student trustee): Yea, Barbara Shimer: Yea

Yea: 6, Nay: 0, Absent: 1

11. Bid Committee Report

Motion to accept the bid from Dan's Electric Shop, Noble, IL for replacing three roof top units at the Terry L. Bruce West Richland Center for a total cost of \$30,342.74. This motion, made by Brenda Culver and seconded by Susan Batchelor, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea
Yea: 6, Nay: 0, Absent: 1

12. District Finance

12.A. Financial Report

12.B. Approval of Financial Obligations

Motion to approve payment of district obligations for May 2025 in the total amount of \$2,076,958.88. This motion, made by Roger Browning and seconded by John McLaughlin, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 6, Nay: 0, Absent: 1

13. Executive Session - None

14. Approval of Executive Session Minutes - None

15. Approval of Personnel Report

400.1 Employment of Personnel

1. Samantha Adams, Information Systems Technician, LTC, DO effective October 27, 2025

- 2. Will Bookhout, Temporary Welding Instructor (Non-Bargaining Unit Faculty), IECC, Academic Affairs effective October 27, 2025

400.2 Change in Status

- 1. KaRissa Miller, Business & Industry Specialist, FCC, Business & Industry to Program Director of Business & Industry, FCC, Business & Industry effective October 27, 2025

400.3 Dismissal of Personnel

- 1. Chet Snyder, Head Volleyball Coach & Student Life Coordinator, FCC effective October 22, 2025

Motion to approve the personnel report as presented. This motion, made by Susan Batchelor and seconded by Brenda Culver, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea
Yea: 6, Nay: 0, Absent: 1

16. Litigation - None

17. Other Items - None

18. Adjournment

Motion to adjourn at 7:19 p.m. This motion, made by Mireya Rose and seconded by John McLaughlin, Carried.

Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Brenda Culver: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea
Yea: 6, Nay: 0, Absent: 1

Approved: Chairman: _____

Secretary: _____

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: November 18, 2025
RE: Definition of Full-Time Employment (Policy 400.14)

A review of Policy 400.14 – *Definition of Full-Time Employment* – was initiated to update “Coal Mining Technology” to “Mining and Industrial Training” and to remove outdated references to a nine-month full-time position no longer in use. Additionally, personnel classifications were streamlined to include only *Faculty Personnel* and *Non-Faculty Personnel*, with other minor edits made for clarity and consistency.

The proposed revisions to Policy 400.14 were reviewed and approved by the Strategic Engagement Planning Council.

I respectfully request that the Board waive the second reading and approve Policy 400.14 as presented.

RG/alm

Attachment

HUMAN RESOURCES - 400

Definition of Full-Time Employment (400.14)

Date Adopted: June 15, 1993

Revised: TBD (Pending Board Approval)

For purposes of the personnel policies of the Board of Trustees, "full-time employment" shall be defined as follows: This policy defines "full-time employment" as it applies to Illinois Eastern Community Colleges and the personnel policies of the Board of Trustees.

Definitions

"Academic Year" means the fall and spring semesters and excludes the summer session.

"Fiscal Year" means the 12-month period that begins July 1 and ends June 30.

"Normal Workweek Schedule" for the purpose of this policy means at least forty (40) hours of scheduled work during a workweek that begins on Monday and ends on Sunday. Scheduled work hours exclude the unpaid lunch period.

"Student Credit Hours" means a measure of instructional workload equal to one student enrolled in one credit hour of instruction. For example, a class of twenty (20) students in a three-credit course generates sixty (60) student credit hours.

Full-time Status Provisions

- A. Faculty Members. Full-time faculty members shall work 179 days of service during the regular academic year. A full-time instructional load shall be 31 equated semester hours for the 1988-89 academic year, and shall be 30 equated semester hours for subsequent for an academic years, for the fall and spring semesters. The academic year shall consist of the fall and spring semesters, excluding the summer session. In the event of a conflict between this and the collective bargaining agreement, the terms of the agreement shall prevail.

Coal Mining Technology Full-time Mining and Industrial Training Faculty Members. Coal Mining Technology full-time 12-month Full-time Mining and Industrial Training faculty members shall teach in each of the 12 months of the District's fiscal year. A full-time instructional load shall be 999 student semester credit hours per 12-month period/fiscal year. and shall teach in each of the 12 months. Full-time 9-month Coal Mining Technology faculty members shall teach 756 student semester hours per 9-month period and shall teach in each of the 9 months. Student semester hours generated is determined by multiplying the number of students per section times the credit hour(s) of the section.

- B. Academic Support Personnel. Academic support personnel must have a normal workweek of at least 40 hours (exclusive of any unpaid lunch period) during the regular academic year., being the fall and spring semesters, but excluding the summer session. A normal workweek of less than forty (40) hours per week during the regular academic year shall not be considered full-time employment.
- B. Classified Non-Faculty Personnel (all other employees). Full-time non-faculty personnel have a normal workweek schedule of at least forty (40) hours (exclusive of any unpaid lunch period) and must be are employed based on either: on the basis of
1. a twelve-month work year schedule; or
 2. a more than nine-month, but less than twelve-month work year schedule. (Modified Time)

A workweek of less than 40 hours or a work year that does not meet the requirements identified in B.1 or B.2. shall not be considered full-time employment.

1. ~~Classified personnel have a normal workweek of at least forty (40) hours (exclusive of any unpaid lunch period) and must be employed on the basis of a twelve-month work year. A normal workweek of less than forty (40) hours per week or employment on the basis of less than a twelve-month work year shall not be considered full-time employment.~~

— ~~Example: A classified employee whose normal workweek is 40 hours but who is employed for only four months a year is not a full-time employee.~~

— ~~Example: A classified employee whose normal workweek is 30 hours per week and who is employed on the basis of a twelve-month work year is not a full-time employee.~~

2. ~~Modified time classified personnel have a normal workweek of at least forty (40) hours (exclusive of any unpaid lunch period) and must be employed on the basis of at least a nine-month work year but less than a twelve-month work year. A normal workweek of less than forty (40) hours per week or employment on the basis of less than a nine-month work year shall not be considered full-time employment.~~

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: November 18, 2025
RE: Affiliation Agreements

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

IECC wishes to enter into a non-standard clinical affiliation agreement with the following organizations:

- Little Company of Mary Hospital of Indiana, Inc. d/b/a Deaconess Memorial Medical Center
- SSM Health

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

RG/sc

**AFFILIATION AGREEMENT BETWEEN
LITTLE COMPANY OF MARY HOSPITAL OF INDIANA, INC. d/b/a DEACONESS
MEMORIAL MEDICAL CENTER
AND
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529**

THIS AFFILIATION AGREEMENT (“Agreement”) is made as of the 1st day of August 2025 (“Commencement Date”) by and between Illinois Eastern Community College District #529 (“Educational Entity”), and **Little Company of Mary Hospital of Indiana, Inc. d/b/a Deaconess Memorial Medical Center**, an Indiana nonprofit corporation located in Jasper, Indiana (“Deaconess”) (Deaconess and Educational Entity sometimes hereinafter referred to individually as a “Party” and collectively as “Parties”).

WITNESSETH:

WHEREAS, Deaconess Health System, Inc. (“DHS”) is a regional nonprofit health care system that owns and operates health care facilities and clinics in Southern Indiana, Southern Illinois and Western Kentucky (the “Tri-State Region”) and whose purpose is to provide needed medical services to citizens in the Tri-State Region through its affiliates; and

WHEREAS, Deaconess is an affiliate of DHS and operates health care facilities in the Tri-State Region; and

WHEREAS, Educational Entity implements a clinical educational opportunity, or an observational opportunity, for participating students and faculty members (each are individually a “Student” and collectively “Students”) enrolled in those programs listed on Exhibit A, attached hereto and made a part hereof (this Agreement shall apply to each program listed and each program is hereinafter the “Program”); and

WHEREAS, for the mutual benefit of each Party hereto, Educational Entity and Deaconess desire to provide for the training and preparation of Students enrolled in a Program, using for training purposes the facilities and personnel of Deaconess, subject to the terms hereof.

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereto agree as follows:

Section 1. Duration and Review. The term of this Agreement shall be for a one (1) year initial term, commencing on the Commencement Date and concluding on the date that is one (1) year thereafter, and this Agreement shall automatically renew thereafter for additional one (1) year terms until terminated in writing by either party upon ninety (90) days’ prior written notice to the other party. In the event of termination of this Agreement, any Students then currently enrolled in a Program shall be given the opportunity to complete the Program for the then current placement.

Section 2. Mutual Covenants. The Parties mutually agree to the following:

(a) The Students shall at all times be deemed to be students of Educational Entity and in no circumstances shall be deemed as or otherwise permitted to be students, employees, agents, contractors, or affiliates of Deaconess during their participation in the Program. In addition, Students are exempt from and shall have no claim under this Agreement or otherwise against Deaconess for injuries related to workers’ compensation, disability, unemployment insurance

benefits or employee benefits of any kind.

(b) Deaconess reserves the right to require Educational Entity to suspend or remove any Student immediately from Deaconess's premises because of unsatisfactory work or violation of Deaconess's policies, procedures, standards, facilities, confidentiality requirements or code of ethics; provided, however, that Deaconess may immediately remove from Deaconess's premises any Student who poses an immediate threat or danger to patients, staff, visitors of the premises or the public or whose immediate removal is in the best interest of patient care and treatment.

(c) Prior to any Program participation at Deaconess, each Student shall be responsible for completing and providing to Deaconess and Educational Entity documented evidence of compliance with the following requirements:

- (i) Certificate of health within the past year from physician stating that Student is in good health, free of communicable diseases, and capable of performing assigned duties;
- (ii) Documentation of tuberculosis testing as follows:
 - a. if the Deaconess facility where the Program is being provided is located in Indiana: Results within the past twelve (12) months of a negative T-spot test, a negative PPD skin test or a negative QuantiFERON TB Gold blood test provided to Deaconess within a reasonable time prior to Program participation. Thereafter every year during this Agreement, Student must complete any TB testing or forms required by the applicable Deaconess department.
 - b. if the Deaconess facility where the Program is being provided is located in Kentucky: Results within the past twelve (12) months of a negative T-spot test, a negative PPD skin test or a negative QuantiFERON TB Gold blood test provided to Deaconess within a reasonable time prior to Program participation and thereafter every year during this Agreement. Student must also complete any TB testing or forms required by the applicable Deaconess department.
- (iii) Documentation of MMR immunity either by serologic titer or documentation of two (2) MMR vaccines given on or after age twelve (12) months of age.
- (iv) Reliable history of chicken pox or documentation of two (2) live chicken pox vaccinations.
- (v) Documentation, including dates, of hepatitis B series vaccination or a signed declination.
- (vi) Documentation of influenza vaccination during flu season every year during this Agreement.
- (vii) A documented criminal background check that meets Deaconess's requirements.
- (viii) Satisfactory evidence of urinalysis drug screen indicating that Student is negative for the presence of illegal drugs or the abuse of prescription or non-prescription drugs in accordance with Deaconess's Drug Free Work Place Policy.
- (ix) Documentation of instruction in and signed patient confidentiality (HIPAA) agreement.
- (x) Documentation of instruction in accordance with OSHA guidelines in the

- proper handling and cleanup of blood and other precautions related to blood borne pathogens and infection control.
- (xi) Any other vaccinations, immunizations, documentation or health records requested by Deaconess.

Educational Entity shall be responsible for verification of each applicable requirement by each Student prior to Program participation and shall maintain documentation of compliance by each Student for the duration of the Program. Deaconess shall receive documented evidence of compliance prior to Program participation, and thereafter, Educational Entity shall provide copies or verification to Deaconess upon request. Deaconess shall not be liable in the event a Student who is not immune becomes infected with any diseases as a result of their association with Deaconess.

(d) Each Party hereto shall be responsible for its own acts and omissions and shall not be responsible for the acts or omissions of the other. Therefore, each Party agrees to indemnify and hold the other Party, its officers, directors, servants, agents and employees, as applicable, harmless from and against all claims, actions, liability and expenses (including costs of judgments, settlements, court costs and attorney's fees, regardless of the outcome of such claim or action) arising out of or related to any act or omission of the offending Party or its officers, directors, agents, or employees (including Students) related to the performance of this Agreement, including, but not limited to, personal injury, death, property damage or destruction and breach of patient confidentiality by any Student, employee, agent or servant of Educational Entity and any claims asserted by employees or students of one Party against the other Party for personal injuries sustained or allegedly sustained on the premises while engaged in activities pursuant to this Agreement. Each Party agrees to provide the other Party written notice of any such claim or action within thirty (30) days after receiving notice thereof or after it has knowledge of any other damage, loss or expense incurred by them resulting from the above acts or omissions.

(e) Neither Party will discriminate against any applicant or Student in nomination, selection or training because of religion, sexual orientation, gender, race, creed, disability, national origin, age or any other federal, state or local prohibition.

(f) Each Party shall comply with all federal, state, and municipal laws, rules and regulations which are applicable to the performance of this Agreement.

(g) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Deaconess or Educational Entity.

Section 3. Covenants of Educational Entity. Throughout the term hereof, Educational Entity agrees to perform or cause to be performed the following covenants:

(a) Notify Deaconess at least sixty (60) days prior to the beginning of each Program of the number of students it desires to place at Deaconess. Deaconess shall have the right to accept or reject that number based on the current level of staffing in the appropriate discipline.

(b) Direct and maintain primary responsibility for administration of the Program, including, but not limited to, selection and assignment of Students to the Program, curriculum development, grading requirements for matriculation, credits, scheduling and clinical hours and shall provide general supervision of the Students.

(c) Provide to Deaconess the names and phone numbers of faculty/liaisons or Educational Entity contact person responsible for the general supervision of the Students.

(d) Provide to Deaconess a description of the expected clinical educational experience, including applicable activities and objectives for the Program, roles for the clinical experience, and clinical department assignments.

(e) Prior to Program participation, cause the Students to participate and receive an orientation to Deaconess and, if applicable, the Deaconess department(s) in which the clinical education experience is received.

(f) Provide instruction to the Students on the importance of respecting the confidential and privileged nature of all information which may come to their attention concerning patients and the records of Deaconess and its patients. Such instruction will include warnings that the disclosure of patient medical records and information to any person can result in civil and criminal liability under Title V of the federal Gramm-Leach-Bliley Act, the federal Health Insurance Portability and Accountability Act (HIPAA) and the federal and state laws implementing regulations under such statutes (collectively, the "Privacy Laws"). Patient medical records and other personal information encountered by the Student during the educational experience are protected by such Privacy Laws. Access to patient records and other personal information by the Student is limited to those data necessary for the educational experience and the Program requirements. All protected health information must be held in confidence and any information referenced for educational purposes must be anonymous (unidentifiable as to patient), in compliance with the Privacy Laws and no way traceable to the specific individual. Educational Entity agrees that a Student's breach of Privacy Laws or Deaconess's policies concerning confidentiality shall be grounds for discipline by Educational Entity, including dismissal from the Program and/or removal from Deaconess's premises.

(g) Prior to Program participation, cause the Students to become thoroughly familiar with all applicable personnel, policies, procedures, standards, facilities, confidentiality requirements and code of ethics applicable to Deaconess and abide by the same.

(h) Inform Students that they are responsible for their own meals, lodging, transportation, uniforms (as applicable), laundry and health insurance for the assignment.

(i) Ensure that each Student has in force a medical insurance policy on themselves during the term of the assignment and provide documentation of the same to Deaconess prior to Program participation.

(j) Require each Student to provide liability insurance coverage for professional malpractice with a limit of one million dollars (\$1,000,000) per occurrence and a limit of three million dollars (\$3,000,000) annual aggregate (unless Student is a qualified provider in the Indiana Patient Compensation Fund, then limits would be in accordance with Indiana Medical Malpractice Act), provided, however, such insurance coverage for each Student in the Program may be provided by the Educational Entity's insurance coverage. The parties acknowledge that professional liability insurance may not be required for those Students that will not have patient contact. Deaconess shall make the final determination whether professional liability insurance is necessary for a particular Program. Educational Entity shall provide documentation of the appropriate liability insurance to Deaconess prior to Program participation.

- (k) Require each Student to provide the items as set forth in Section 2(c).

Section 4. Covenants of Deaconess. Deaconess agrees to perform or cause to be performed the following covenants through the term hereof:

- (a) Accept Students in the Program for which placement has been mutually reviewed, planned and arranged with Educational Entity.
- (b) Provide to the Students and Educational Entity the name and telephone number of the liaison for Deaconess.
- (d) Retain responsibility for health care and related duties and services provided to its patients.
- (e) Make daily (or as necessary to meet mutually acceptable Program goals) assignments for clinical experiences of the Students compatible with Program requirements.
- (f) Maintain a sufficient level of staff employees to carry out regular duties. Students will neither be expected nor permitted to perform services in lieu of staff employees.
- (g) Use best efforts to arrange for emergency care of Students in case of accident or illness. Student shall be responsible for all costs and expenses associated with such care.

Section 5. Miscellaneous.

- (a) This Agreement shall be interpreted, governed and construed according to the laws of the State of Indiana.
- (b) Neither Party hereto shall assign its rights or delegate its duties to any other person or entity without the prior written consent of the other Party hereto.
- (c) This Agreement is intended to be formed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, the remainder of the Agreement and the application of such provision to the other party or circumstance shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- (d) This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and it is understood and agreed that all undertakings and agreements heretofore between the Parties with respect to the subject matter of this Agreement are merged herein. The provisions herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns. This Agreement may only be modified by a subsequent written agreement executed by all Parties hereto.
- (e) All terms and conditions of this Agreement that would, by their nature, survive the expiration or termination of this Agreement, shall so survive.

Exhibit A

Physical Therapist Assistant Degree Program

ACADEMIC AFFILIATION AGREEMENT
SSM Health

EFFECTIVE DATE	
SCHOOL	
FACILITY	SSM Health Care Corporation, a Missouri nonprofit corporation, d/b/a SSM Health, on behalf of itself and its subsidiary entities

This ACADEMIC AFFILIATION AGREEMENT (“Agreement”) is effective as of the (“Effective Date”) by and between SCHOOL and FACILITY.

WHEREAS, SCHOOL, in conferring credentials upon students in health occupation programs, must provide and certify completion of certain practical learning and/or clinical experience, some of which may involve interaction with patients;

WHEREAS, SCHOOL desires that certain of its students (“Students”) and, when appropriate, certain of its faculty members, be permitted to visit and utilize the premises of FACILITY to afford such Students the opportunity to have practical learning and clinical experiences at FACILITY; and

WHEREAS, FACILITY recognizes the need for and desires to aid in the educational development of nursing and ancillary health professionals, including Students, in an operating facility for the provision of health care services to its patients, and is willing to permit SCHOOL’s faculty and Students to participate in providing some of those services on its premises to the extent it is reasonable, proper, and professionally acceptable for them to do so.

THEREFORE, it is understood and agreed upon by the parties hereto as follows:

1. **Duties of SCHOOL.**

Prior to assigning Students to FACILITY, SCHOOL shall:

- 1.1 Designate a member of its faculty (“Faculty Coordinator”) to coordinate this Agreement with a designated member of FACILITY’s staff and obtain FACILITY’s written or verbal approval of such Faculty Coordinator, which such approval FACILITY shall not unreasonably withhold. The coordination shall include on-site visits when practical and a continuing exchange of information on progress of the program. SCHOOL shall obtain, keep on file and provide verification of a criminal background check on the Faculty Coordinator as provided by the laws of the State in which FACILITY is located for health care workers if the Faculty Coordinator will be on FACILITY’s site or will have access to FACILITY’s patient medical records or patients. See Schedule 2 for state required background checks. If the Faculty Coordinator will not be on FACILITY’s site and will not have access to patient medical records or patients, then a criminal background check will not be required. In the event any adverse information is obtained from the criminal background check, SCHOOL shall provide the information obtained to FACILITY. Failure to provide the information obtained shall disqualify the designated Faculty Coordinator from participation at FACILITY. The results of the criminal background check must be satisfactory to FACILITY;

- 1.2 Recommend for affiliation only those Students who have successfully completed all necessary requirements of SCHOOL's educational program and any appropriate professional requirements, and who have knowledge and skills consistent with an ability to properly discharge the clinical duties or functions associated with the clinical experiences in which the Students will participate;
- 1.3 Be responsible for orienting Students and ensuring compliance to those applicable policies and procedures provided by FACILITY to SCHOOL, including purpose and standards recommended by The Joint Commission and Students' responsibilities for the cost of his/her food, transportation, clothing and medical expenses, and to such other policies, procedures, rules and regulations as SCHOOL deems appropriate;
- 1.4 Obtain and provide verification that names, health status reports, including records of any immunizations and negative drug screens required by FACILITY as outlined in Schedule 1, and other pertinent information about each Student and Faculty Member to be assigned to FACILITY are maintained at SCHOOL before the beginning date of the Students' assignment at FACILITY;
- 1.5 Obtain FACILITY's written approval of Students and periods of affiliation;
- 1.6 Advise Students and Faculty Members to maintain the confidential nature of all information which may come to them with regard to patients and FACILITY records during the duration of the program and obtain from each Student and Faculty Member a Confidentiality and Security Agreement in the form attached to this Agreement as Exhibit 1;
- 1.7 Only if the Students and Faculty Member of SCHOOL shall see patient identifiable health information, SCHOOL shall ensure that patient identifiable health information provided by FACILITY to SCHOOL will be treated as confidential in accordance with applicable law and the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA"), as amended. SCHOOL acknowledges that Students and Faculty Member must complete the FACILITY's information on HIPAA, which will be part of the Students' orientation process;
- 1.8 Represent and certify that its teaching program for Students involved under this Agreement is accredited and that SCHOOL is responsible for notifying FACILITY within ten (10) days in the event such accreditation is cancelled, withdrawn or otherwise terminated;
- 1.9 Advise Students and Faculty Members that each Student and Faculty Member is accountable for costs incurred in receipt of healthcare pursuant to Section 8.4, regardless of health insurance status; and
- 1.10 Obtain and provide verification of a criminal background check as provided by the laws for healthcare workers of the State in which FACILITY is located for each Student and Faculty Member prior to the assignment at FACILITY. See Schedule 2 for state required background checks. In the event any adverse information is obtained from the criminal background check, SCHOOL shall provide the information to FACILITY after obtaining an Authorization and Release from the Student or Faculty Member. In the event such Authorization and Release are not given by the Student or Faculty Member, the Student or Faculty Member shall be disqualified from

participation at FACILITY. The results of the check must be satisfactory to FACILITY.

2. **Duties of Faculty Coordinator.**

SCHOOL, through the Faculty Coordinator, shall:

- 2.1 Select, in cooperation with designated FACILITY personnel, the appropriate clinical experiences for Students;
- 2.2 Guide, coordinate and evaluate Students' performance at all times while Students are affiliated with FACILITY; and
- 2.3 Ensure that Students and Faculty Members participate in ongoing training with respect to the learning and clinical experiences at the FACILITY, including but not limited to, being advised of any changes in FACILITY's policies and procedures, which may impact Students' experiences hereunder.

3. **Duties of FACILITY.**

During this Agreement FACILITY shall:

- 3.1 Provide practical learning and/or clinical experiences to Students assigned to FACILITY. A list of specific SSM Health sites is attached to this Agreement as Exhibit 3;
- 3.2 Maintain primary responsibility at all times for patient care and total health services;
- 3.3 Cooperate with the Faculty Coordinator in the selection of any appropriate clinical experiences for Students;
- 3.4 Provide SCHOOL with any applicable policies and procedures and inform SCHOOL, through the Faculty Coordinator, of any new applicable procedures and/or policies or any changes in procedures and/or policies which may affect the affiliation described hereunder;
- 3.5 Allow Students to perform services for patients only when under the supervision of a registered, licensed or certified professional. Such professional is to be registered, certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors designated by FACILITY; and
- 3.6 Each FACILITY site shall have the authority to determine participation in this Agreement at the sole discretion of the individual site. If a FACILITY site determines it will not accept Students, a letter will be provided to the SCHOOL.

4. **Immediate Removal of Student.**

Upon the request of FACILITY, SCHOOL shall immediately remove a Student or Faculty Member, including Faculty Coordinator, from FACILITY in the sole discretion of FACILITY,

with or without cause; however, FACILITY shall provide SCHOOL with written notice thereof within a reasonable time following the removal.

5. **Insurance and Indemnification.**

5.1 SCHOOL will maintain, or otherwise require each Student and Faculty Member assigned to FACILITY to maintain, professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. If SCHOOL procures professional liability coverage that is not on an “occurrence basis,” SCHOOL or Student shall, at all times, maintain insurance coverage for medical professional liability directly or indirectly resulting from acts or omissions of SCHOOL or SCHOOL’s employees and agents (including Student), occurring in whole or in part during the term of this Agreement (“Continuing Coverage”). In addition, SCHOOL shall maintain general liability insurance on an occurrence basis for SCHOOL and all its Students, employees and Faculty Members participating in training programs at FACILITY. The limits for general liability shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. SCHOOL shall also maintain workers’ compensation insurance for any employees of SCHOOL performing services under this Agreement. SCHOOL shall furnish FACILITY with a certificate of insurance before the beginning date of each Student’s assignment at the FACILITY. Such certificate of insurance shall provide that FACILITY shall receive thirty (30) days written notice prior to the effective date of any cancellation of such insurance.

5.2 It is understood that coverage of SCHOOL’s Students, employees, and Faculty Members, including Faculty Coordinator, under the above-referenced policies, or an acceptable substitute therefore, shall be a continuing condition of this Agreement. SCHOOL shall be responsible for satisfying any deductible or self-insured retention required by its liability coverage.

5.3 To the extent allowable by federal and/or state law, SCHOOL agrees to indemnify and hold harmless FACILITY, its directors, officers, affiliates, employees and agents from and against any and all claims, costs, expenses (including reasonable attorney fees), actions and/or liabilities which may be asserted against any one or more of them, arising out of any acts or omissions of SCHOOL, its directors, officers, employees and agents.

6. **Term and Termination.**

This Agreement shall commence on the Effective Date for an initial term of five (5) years until terminated as provided herein. Either party may terminate this Agreement without cause at any time during a term by giving sixty (60) days prior written notice, effective on the date stated therein, provided Students assigned to FACILITY shall be given an opportunity to complete their affiliation if reasonably practicable. Both parties agree to meet at least annually to evaluate the Program and to review this Agreement. In the event the parties fail to appropriately document an extension, and SCHOOL continues to provide Students hereunder, the term of this Agreement shall be deemed to be automatically extended on a day to day basis until terminated by either party upon thirty (30) days prior written notice if the termination is without cause, or if the termination is not without cause, then as provided by the applicable time frame set forth in the Agreement.

- 8.7 Individuals executing this Agreement on behalf of organizations represent and warrant that they have been authorized to do so.
- 8.8 This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement. Prior agreements, promises, negotiations or representations between the parties, either oral or written, relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. Any modifications or amendments hereto must be agreed to by both parties in writing and shall become effective on the date stated therein.
- 8.9 This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with the laws of the State in which FACILITY is located, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.
- 8.10 In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement (individually, "Provision") shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such Provision and (if necessary) other Provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement, and this Agreement shall then be enforced as so reformed. Notwithstanding the preceding sentence, if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable Provision(s) had not been a part hereof.
- 8.11 The failure of FACILITY or SCHOOL to object to or take affirmative action with respect to any conduct of the other which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or of any future violations of the provisions of this Agreement.
- 8.12 During the term of this Agreement and thereafter, FACILITY and SCHOOL and their employees and students shall hold information in the strictest confidence except as otherwise required by this Agreement or by federal law. Such information includes but is not limited to patient records and peer review and utilization review documents, the terms of this Agreement, and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party.
- 8.13 **FACILITY and all covered subcontractors shall abide by the requirements of 29 CFR Part 741, 41 CFR § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

8.14 Each party represents and warrants to the other party that it, its owners, employees, agents and any subcontractors (collectively “Personnel”) are not: (i) listed on the System for Award Management website (“sam.gov”) with an active exclusion; (ii) listed on the Office of the Inspector General’s website (“oig.hhs.gov”); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, “Government Payor Programs”). Each party also represents and warrants to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of that party or its Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an “Investigation”). Each party shall notify the other party of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) business days of its first learning of it. Either party shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. Each party shall be kept apprised by the other party in a timely manner of the status of any such Investigation. Each party shall indemnify, defend and hold the other party harmless from any claims, liabilities, fines and expenses (including reasonable attorneys’ fees) incurred as a result of the other party’s breach of this paragraph.

8.15 **Internal Revenue Service Management Contracts.**

In the event that this Agreement constitutes a “management contract” for purposes of IRS Revenue Procedure 2017-13, SCHOOL acknowledges that it is acting solely as a service provider pursuant to this Agreement, and as such, the following provisions shall apply notwithstanding anything to the contrary in this Agreement:

8.15.1 **Tax Position of SCHOOL.** SCHOOL agrees that it is not entitled to and will not take any tax position that is inconsistent with that of a service provider to FACILITY. An inconsistent tax position by SCHOOL would include, but not be limited to, any claim and/or deduction for depreciation, amortization, investment tax credit or rent payment deduction with respect to any FACILITY-owned property.

8.15.2 **Retention of Rights.** The terms of this Agreement shall not be construed in any manner that creates a role or relationship between SCHOOL and FACILITY that substantially limits FACILITY’s ability to exercise its rights under this Agreement, which shall require at all times during the term of this Agreement that: (i) SCHOOL and its directors, officers, shareholders, partners, members and employees shall not under any circumstances have more than twenty percent (20%) of the voting power of FACILITY’s governing body; (ii) FACILITY’s governing body shall not include the SCHOOL’s chief executive officer or chairperson, or any person with equivalent management responsibilities; and (iii) SCHOOL's President shall not hold the position of chief executive officer of FACILITY, or any related party to FACILITY as defined in Treasury Regulation §1.150-1(b).

8.15.3 **Control Over Use of FACILITY Property.** FACILITY shall at all times approve the following: (i) the annual budget and all capital expenditures for FACILITY property; (ii) each disposition of FACILITY property; (iii) rates charged by SCHOOL and FACILITY to third parties for use of FACILITY

property, which shall at all times be consistent with reasonable and customary charges for similar services in the community; and (iv) the general nature and type of use of FACILITY property.

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this Agreement as of the date and year written below.

SCHOOL:

FACILITY:

SSM Health Care Corporation, d/b/a SSM Health, on behalf of itself and its subsidiary entities

By: _____

Name:

Title:

Address:

Email:

Date: _____

By: _____

Name: Amber Wood

Title: Vice President – Clinical Education & Clinical Placements

Address: 12800 Corporate Hill Drive
St. Louis, MO 63131

Date: _____

EXHIBIT 1

CONFIDENTIALITY AND SECURITY AGREEMENT

Employees, Consultants and Volunteers

I understand that the business entity in which I work, volunteer or provide services (i.e., FACILITY) has a legal and ethical responsibility to safeguard the privacy of all patients and protect the confidentiality of patients' health information. FACILITY must ensure the confidentiality of its proprietary information, including, but not limited to, human resources, payroll, fiscal, research, reporting, strategic planning, communications, computer systems, and other information (collectively, with patient identifiable health information, referred to as "Confidential Information").

In the course of my employment or assignment at FACILITY, I understand that I may come into the possession of Confidential Information. I further understand that I must sign and comply with this Confidentiality and Security Agreement ("CSA") in order to access Confidential Information.

1. I will access, use and disseminate Confidential Information only when it is necessary to perform my job-related duties in accordance with FACILITY's Policies and Procedures.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it.
3. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized.
4. I will not discuss Confidential Information where others can overhear the conversation. I understand that it is not acceptable to discuss Confidential Information even if a patient's name is not used.
5. I will not make any unauthorized transmission, examination, modification or removal of Confidential Information.
6. I have no right to any ownership interest in any information accessed or created by me during my relationship with FACILITY.
7. I will only access or use systems or devices that I am officially authorized to access, and I will not demonstrate the operation or function of systems or devices to unauthorized individuals.
8. I will practice good workstation security measures such as locking up digital storage devices when not in use, using screen savers with activated passwords and positioning screens away from public view.
9. I will practice secure electronic communications by transmitting Confidential Information only to authorized entities, in accordance with approved security standards.
10. I will use only my officially assigned user ID and password, approved licensed software and devices with virus protection software.
11. I will not share/disclose user IDs or passwords, use tools or techniques to break/exploit security measures or connect to unauthorized networks through the systems or devices.
12. I will notify my manager or appropriate information services contact if my password has been seen, disclosed or otherwise compromised, and I will report activity that violates this CSA, privacy and security policies or any other incident that could have any adverse impact on Confidential Information.
13. I understand that I should have no expectation of privacy when using FACILITY information systems. FACILITY may log, access, review and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
14. I will act in the best interest of FACILITY and in accordance with its Policies and Procedures at all times during my relationship with FACILITY and I acknowledge that my obligations under this CSA will continue after termination of my employment, expiration of my contract, or ceasing my relationship with FACILITY.
15. Upon ceasing my relationship with FACILITY, I will immediately return to FACILITY any documents, media or property which constitutes Confidential Information, or which gives me access to Confidential Information.
16. I understand that violation of this CSA may result in disciplinary action, up to and including termination of employment, suspension and loss of privileges, and/or termination of authorization to work within FACILITY, in accordance with FACILITY's policies, and/or civil/criminal prosecution.

IN WITNESS WHEREOF, by signing below, I represent and warrant that I have read this CSA and agree to comply with all the terms and conditions stated above.

Employee/Consultant/Vendor Signature:	FACILITY Name where I work, volunteer or provide service:	Date:
Employee/Consultant/Vendor Printed Name:	Business Name of Employer (if not employed by FACILITY):	

EXHIBIT 2

**SSM HEALTH STANDARDS OF ETHICAL CONDUCT
& RELEVANT POLICIES
FOR *TEMPORARY OR CONTRACT EMPLOYEES***

COMMITMENT TO OUR PATIENTS AND THEIR FAMILIES – Everything we do is designed to provide exceptional care for our patients, their families, and the communities we serve. We reflect ethical and proper business practices in all we do.

BUSINESS ETHICS – All employees must represent SSM Health accurately and honestly and must not engage in any activity intended to defraud anyone of money, property, services, or care. All SSM Health employees must pay careful attention to business transactions with suppliers, contractors, and other third parties. Employees must not accept offers that would result in personal benefit. This includes gifts, favors and other incentives to perform work in a way that benefits outside parties. Only trivial items like pens and pencils may be accepted from a vendor.

LEGAL COMPLIANCE – SSM Health is committed to conducting all of its activities in compliance with applicable federal, state and local laws. These laws pertain to human resource activities, fraud and abuse in the Medicare and Medicaid programs, lobbying and political activity, and many other areas. See the attached written information about SSM Health’s commitment to compliance with federal and state laws related to the false claims and whistleblower protection.

CONFIDENTIALITY: PRIVACY & SECURITY OF INFORMATION – All SSM Health employees must maintain the confidentiality of patient information and of confidential information concerning employees.

CONFLICTS OF INTEREST - A conflict of interest is any situation where an employee has a financial or business interest that might be in conflict with the financial or business interests of SSM Health. All employees must avoid conflicts of interest or the appearance of conflicts of interest. If a potential conflict of interest exists, make people aware of it, as well as the impact it could have on our patients and their families or on the organization. Talking about conflict-of-interest issues with your supervisor, other entity managers, or the System Vice President – Corporate Responsibility, can clarify whether a true conflict exists.

HARASSMENT – SSM Health policies forbid harassment or sexual harassment and all individuals shall refrain from engaging in any of the activities including, but not limited to: intimidation, hostile acts relating to employee’s race, color, gender, religion, national origin, age or disability, unwelcome sexual flirtation, propositions or sexual degrading words.

DUTY TO REPORT – Employees and contract employees are obligated to report to their immediate SSM supervisor, senior manager, Corporate Responsibility Office (314-989-2647) or the CRP Help Line (1-877-4CRP-ASK), any matter which they believe is an ethical, legal, regulatory or policy matter which may be a violation. It is prohibited in any way to harass, discipline or apply pressure from any source in the organization to any employee who reports a matter he or she believes in good faith requires investigation.

ONE LEVEL OF PATIENT CARE – All SSM Health operating entities will provide patient care services at the same level to all patients with the same health care problems regardless of the source of payment. Furthermore, it is our policy that insurance status, ability to pay, race, and other such issues are irrelevant to the need to provide emergency medical services.

My signature below indicates my agreement with the following three statements:

1. I have read and understand the above SSM Health policies and any other department policies that have been given to me, and I agree to abide by them.
2. To my knowledge, I have not been excluded from participation in any Federal Health care program, or any form of State Medicaid program, and to my knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion.
3. I understand that I am obligated to notify you within seven (7) business days, if I have received notification of exclusion from any Federal health care program or any form of State Medicaid program during the completion of my work assignment at any SSM Health Entity.

SIGNATURE: _____ **AGENCY** _____ **DATE** _____

PRINT NAME: _____

The False Claims Act – A Federal Law That Fights Fraud and Protects Whistleblowers

The Federal False Claims Act and Program Fraud Civil Remedies Act***. The False Claims Act is a national law that was created to eliminate fraud against the federal government and protect the people who help the government in this effort. “Fraud” is a crime that happens when someone is deceiving someone for personal gain. The False Claims Act makes it a crime for any person or organization to submit a record or claim for payment for services, property or other items to the government, knowing that the information is not true. This is called a “False Claim.” “Knowing” means that the person or organization:

- knows the record or claim is false, or
- is asking for payment and is deliberately ignoring whether or not the record or claim is false, or
- is asking for payment and does not care if the record or claim is false.

Sometimes an inaccurate Medicare, Medicaid, VA, Federal Employee Health Plan or Workers’ Compensation claim could become a False Claim. For example, if a hospital knowingly bills for services that were not provided or were not ordered by a physician or overcharges for a product or service, these would be examples of False Claims.

A person who “knows” that an organization has filed a False Claim for payment can file a lawsuit in Federal Court on behalf of the government. These cases are known as “qui-tam” lawsuits and the person who files the lawsuit is called a “whistleblower.” In some cases, the whistleblower can receive a portion of the damages awarded from a successful False Claim lawsuit. The damages can be large - up to three times the value of the False Claim, plus \$5,500 to \$11,000 in civil fines per False Claim. An individual who makes a false claim or written statement is also subject to \$5,000 in civil fines per false claim or statement.

*Federal Whistleblower Protections***. The federal False Claims Act protects an employee who files a False Claim lawsuit from being fired, demoted, threatened or harassed by his or her employer in retaliation. An employee who is harmed by their employer for filing a False Claims lawsuit must file a lawsuit against employer in Federal Court. If the court finds that the employer retaliated, the court can order the employer to re-hire the employee at the same level and to pay the employee twice the amount of back pay that is owed, plus interest and attorney’s fees.

State Laws and Whistleblower Protections. Each state where SSM Health is located – Missouri, Illinois, Oklahoma and Wisconsin – has laws that are very similar to the federal False Claims Act. These laws make it illegal to make or present False Claims or commit fraud against Medicaid and other state programs. Usually these laws can be found on each state’s Medicaid website as a way to help find and prevent health care fraud. Each state also gives some level of protection against employer retaliation to employees who report False Claims.

Our Policy. SSM Health’s Corporate Responsibility Process (CRP) monitors and audits compliance to help us find and prevent errors in coding or billing, False Claims or other activities that may be fraudulent. Employees can find these CRP Policies and Procedures on the SSM Health Intranet homepage under “Policies and Procedures” or through their department managers. SSM Health vendors and contractors are also given information about these CRP Policies and Procedures.

- SSM expects that our employees and agents who create and file claims for payments for services, property or any other item will only use true, complete and accurate information to make the claim.
- SSM expects that anyone with a concern about a possible False Claim at an SSM facility will use the Corporate Responsibility reporting process *immediately* so that SSM can investigate and correct any errors.
- SSM’s non-retaliation policy protects our employees from harm when they do the right thing and report any genuine concern through the Corporate Responsibility reporting process.
- SSM will investigate any allegation of retaliation against an employee for speaking up, and will protect and/or restore rights to anyone who raised a genuine concern.

Our Promise. Our employees, contractors, and agents work hard to ensure that every claim for payment for the care we provide is true and accurate, so that we don’t break the law or the trust our patients and communities have placed with us.

September 2015

**To read the law, please see US Code Title 31, Subtitle III, Chapter 37, sections 3729-33 (31 USC §§3729-33)*

***To read the law, please see US Code Title 31, Subtitle III, Chapter 38, sections 3801-08 (31 USC §§3801-3808)*

EXHIBIT 3

SSM Health Sites

This Agreement includes but is not limited to the following sites as of the Effective Date:

St. Louis Area Hospitals

SSM Health Cardinal Glennon Children's Hospital
SSM Health DePaul Hospital – St. Louis
SSM Health St. Clare Hospital – Fenton
SSM Health St. Joseph Hospital – St. Charles
SSM Health St. Joseph Hospital – Wentzville
SSM Health St. Joseph Hospital – Lake Saint Louis
SSM Health Saint Louis University Hospital
SSM Health St. Mary's Hospital – St. Louis

Oklahoma Hospitals

SSM Health St. Anthony Hospital – Shawnee
SSM Health Bone & Joint Hospital at St. Anthony
SSM Health St. Anthony Hospital – Oklahoma City
SSM Health St. Anthony Hospital – Midwest
SSM Health St. Anthony Hospital – Shawnee, Seminole Campus

Wisconsin Hospitals/Clinics

SSM Health St. Clare Hospital – Baraboo
SSM Health St. Mary's Hospital – Madison
SSM Health St. Mary's Hospital – Janesville
The Monroe Clinic, Inc.
Waupun Memorial Hospital, Inc.
Ripon Medical Center, Inc.
Agnesian HealthCare, Inc.
Home Health United, Inc.
HHU Xtra Care, Inc.
Home Care United, Inc.

Southern Illinois Hospitals

SSM Health Good Samaritan Hospital – Mt. Vernon
SSM Health St. Mary's Hospital – Centralia

Other Missouri Hospitals

SSM Health St. Mary's Hospital – Jefferson City

Medical Groups

SSM Medical Group, Inc.
SSM Health Dean Medical Group
Saints Medical Group, LLC

Other

SSM Health at Home

SCHEDULE 1

1. SCHOOL/Faculty Coordinator must complete and submit the following two (2) weeks prior to the clinical rotation:
 - (a) Communicate to the FACILITY a formal request for clinical time, dates, department and Student;
 - (b) Provide clinical objectives, as requested;
 - (c) Proof of orientation, immunizations and drug screen listed in Schedule 1, Section 2 for all Students and Faculty Members on site.

2. Each Student, Faculty Member, or Faculty Coordinator on site at a FACILITY must have the following met two (2) weeks prior to the clinical rotation, and maintain on file at the SCHOOL:
 - (a) Complete FACILITY orientation which includes the following:
 - (1) Read the general orientation packet/online modules and complete the test, if applicable;
 - (2) Sign a Confidentiality and Security Agreement, in the form attached hereto as Exhibit 1;
 - (3) Sign a SSM Health Standards of Ethical Conduct and Relevant Policies form hereto as Exhibit 2.

 - (b) Provide the appropriate documentation to the FACULTY Coordinator, which includes proof of:
 - (1) PPD, a 2 step PPD skin test, T-spot or QuantiFERON Gold Blood test within the past year. Students with a past positive PPD will need to complete annual symptom survey and provide documentation from a healthcare provider and/or state health department for clearance to work with the public;
 - (2) Proof of two (2) measles, mumps and rubella (MMR) vaccinations (must be official records, not SCHOOL records) or positive surface antibody titer (IgG);
 - (3) Proof of chickenpox by titer or two (2) varicella immunization or documented proof of childhood illness form a health care provider;
 - (4) Three (3) hepatitis B immunizations, positive titer or declination if requested by FACILITY;
 - (5) Proof of current flu shot during flu season. The only way students may opt out of the flu shot is a signed document from Student's health care provider or a statement from the Student's clergy citing the religious conviction that prevents Student from getting the immunization;
 - (6) Proof of COVID-19 vaccination. Exemptions will be permitted provided for a medical condition or disability that prevents the individual from receiving the required vaccine or religious beliefs and/or practices which prohibit an individual from receiving the required vaccine.
 - (7) Tdap immunization if required by the FACILITY. The only way Students may opt out of the flu or Tdap immunization is a signed document from the Student's health care provider or a statement from the Student's clergy citing the religious conviction that prevents Student from getting the immunization; and
 - (8) Provide the expiration date of the Students and Faculty Member's CPR Training Card, for rotations in direct patient care areas.
 - (9) The SCHOOL/program should be able to show evidence of a negative drug screen for Students and Faculty that will be on site.

SCHEDULE 2

1. Background checks must include the following for all SSM Health FACILITIES located in Illinois, Missouri, Oklahoma and Wisconsin:

Background Source	Required
State Criminal Background Check	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into the FACILITY
OIG/GSA	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into the FACILITY
Sex Offender	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into the FACILITY

2. In addition to the above requirements, Faculty or Students who are completing clinical requirements within FACILITIES in Missouri, the following must be completed:

Background Source	Required
Family Care and Safety Registry	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into clinical within Home Health, Cardinal Glennon and Behavioral Health units

3. In addition to the above requirements, Faculty or Students who are completing clinical requirements within FACILITIES in Wisconsin, the following must be completed:

Background Source	Required
Wisconsin Care Giver Check	Any Faculty Coordinator, SCHOOL Faculty Member or Student entering into the FACILITY

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: November 18, 2025
RE: Revised Board Meeting Dates and Locations for 2025

The Illinois Community College Act requires that the Board annually set the meeting dates, times, and locations of its regular meetings for the upcoming calendar year. The attached resolution provides that the Trustees will meet on the third Tuesday of each month, with the exception of the April meeting, which will be held on the fourth Tuesday, and the December meeting, which will be held on the second Tuesday of the month.

Please note that the December meeting will begin at 5:00 p.m., following the Board Retreat scheduled from 9:00 a.m. to 4:30 p.m. at Wabash Valley College. The retreat schedule will include time to step away for the Ribbon Cutting Ceremony for the Athletic Conditioning Facility at 1:00 p.m.

I recommend approval of this resolution.

RG/sc
Attachment

RG/sc
Attachment

**Board Meeting Dates
2025**

Tuesday, January 21, 2025, 6:15 p.m., Frontier Community College

Tuesday, February 18, 2025, 6:15 p.m., Lincoln Trail College

Tuesday, March 18, 2025, 6:15 p.m., Olney Central College

Tuesday, April 22, 2025, 6:15 p.m., Wabash Valley College

Tuesday, May 20, 2025, 6:15 p.m., Frontier Community College

Tuesday, June 17, 2025, 6:15 p.m., Lincoln Trail College

Tuesday, July 15, 2025, 6:15 p.m., Olney Central College

Tuesday, August 19, 2025, 6:15 p.m., Wabash Valley College

Tuesday, September 16, 2025, 6:15 p.m., Frontier Community College

Tuesday, October 21, 2025, 6:15 p.m., Lincoln Trail College

Tuesday, November 18, 2025, 6:15 p.m., Olney Central College

*Special Meeting Tuesday, December 9, 2025, 9:00 a.m., Wabash Valley College

Tuesday, December 9, 2025, 5:00 p.m., Wabash Valley College

11/2025

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: November 18, 2025

RE: Resolution Establishing Tax Levy Hearing

The Board of Trustees annually adopts a resolution establishing the District's estimated tax levy. If the adoption of that resolution results in a greater than 5% increase in the proposed property tax levy over the previous year's extension (exclusive of bond and interest costs), a tax levy hearing must be held.

The resolution which follows would:

- 1) Establish a fiscal year of July 1, 2026 – June 30, 2027.
- 2) Require the publication of a public notice of a hearing on the tax levy.
- 3) Require a hearing on December 9, 2025.
- 4) Notify the public that a tax levy would be adopted by the Board on December 9, 2025.

I ask the approval of the Resolution Establishing a Tax Levy Hearing.

RG/akb
Attachment

RESOLUTION
ESTIMATED 2025 TAX LEVY
HEARING

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for 2025 for taxes due and collectible in 2026:

1. Date of Fiscal Year: July 1, 2026 – June 30, 2027.
2. Publication of Notice of Public Hearing on Tax Levy: After November 25, 2025, and before December 2, 2025.
3. Public Hearing on Tax Levy: December 9, 2025, at the hour of 5:00 p.m. local time, Wabash Valley College, Mount Carmel, Illinois.
4. Adoption of Tax Levy: December 9, 2025, following the Public Hearing.

BY ORDER OF THE BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT NO. 529

Chairman, Board of Trustees

November 18, 2025

Date

Secretary, Board of Trustees

November 18, 2025

Date

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: November 18, 2025

RE: 2025 Estimated Tax Levy Resolution

Each year the Board of Trustees certifies the District's estimated tax levy for the year. The 2025 estimated tax levy resolution for taxes due and collectible in 2026 follows this memo.

The resolution establishes the levy for the education fund and the operations and maintenance fund. In addition, the District's certificate of tax levy will carry a statement that an additional levy must be made by each county clerk for each of the outstanding bonds, tort liability, workers' compensation, audit, protection, health and safety, and unemployment and other insurance.

In addition to the levy lines noted above, the Public Community College act allows districts eligible for equalization to levy up to the combined state-wide average tax rate for education and operation and maintenance purposes if the district is currently levying less than that amount. The statewide average levy is 27.80 cents per \$100.00 of equalized assessed valuation.

The attached chart shows the historical tax levy of the District. The estimated tax rate for the 2025 levy, which includes the special tax, is 44.08 cents per \$100 in equalized assessed valuation.

I ask the Board's approval of this Estimated Tax Levy Resolution.

RG/akb

Attachment

**RESOLUTION REGARDING ESTIMATED AMOUNTS
NECESSARY TO BE LEVIED FOR THE YEAR 2025**

WHEREAS, the Truth in Taxation Law requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the district; and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the district's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year; and

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2024 was:

Education Purposes	\$4,238,854
Operations and Maintenance Purposes	1,816,653
Special Tax Levy	905,761
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	1,500,000
Protection, Health and Safety Purposes	200,000
Audit	<u>102,500</u>
 Total	 \$8,763,768

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2025 is as follows:

Education Purposes	\$4,750,000
Operations and Maintenance Purposes	2,125,000
Special Tax Levy	737,721
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	1,435,000
Protection, Health and Safety Purposes	250,000
Audit	<u>102,500</u>
 Total	 \$9,400,221

WHEREAS, the Truth in Taxation Law, as amended, requires that all taxing districts in the State of Illinois provide a date in the Notice concerning the levies made for debt service made pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended, after abatement, for the bond and interest purposes for 2024 was \$2,447,395; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2025 is \$2,520,823.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees, Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, as follows:

Section 1: The aggregate amount of taxes estimated to be levied for the year 2025, exclusive of bond and interest costs, is \$9,400,221.

Section 2: The aggregate amount of taxes estimated to be levied for the year 2025, exclusive of bond and interest costs, does exceed 105% of the taxes extended by the district in the year 2024.

Section 3: The aggregate amount of taxes estimated to be levied for the year 2025 for debt service is a 3.0% increase from the taxes extended for debt service for 2024.

Section 4: Public notice shall be given in the following newspapers of general circulation in said district,

Robinson Daily News, Crawford County
Toledo Democrat, Cumberland County
McLeansboro Gazette, Hamilton County
Lawrenceville Daily Record, Lawrence County
Wayne County Press, Edwards County & Wayne County
The Hometown Register, Clay County, Jasper County,
Richland County, Wabash County & White County

and a public hearing shall be held, all in the manner and time prescribed in said notice, which notice shall be published not more than 14 days nor less than 7 days prior to said hearing, and shall be not less than 1/8 page in size, with type no smaller than twelve (12) point, enclosed in a black border not less than ¼ inch wide and in substantially the following form:

NOTICE OF PROPOSED TAX INCREASE FOR

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2025 will be held on December 9, 2025, at 5:00 p.m. at Wabash Valley College, Mount Carmel, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Ryan Hawkins, Chief Financial Officer, 233 East Chestnut Street, Olney, IL 62450; phone: 618.393.2982.

II. The corporate and special purpose property taxes extended or abated for the year 2024 were \$8,763,768.

The proposed corporate and special purpose property taxes to be levied for 2025 are \$9,400,221. This represents a 7.3% increase over the previous year's extension.

III. The property taxes extended for debt service for 2024 were \$2,447,395.

The estimated property taxes to be levied for debt service and public building commission leases for 2025 are \$2,520,823. This represents a 3.0% increase from the previous year.

IV. The total property taxes extended or abated for 2024 were \$11,211,163.

The estimated total property taxes to be levied for 2025 are \$11,921,044. This represents a 6.3% increase over the previous year's extension.

Section 5: This resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 18th day of November 2025.

BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY COLLEGES
COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS,
HAMILTON, JASPER, LAWRENCE, WABASH,
WAYNE, AND WHITE
STATE OF ILLINOIS

By: _____
Chairman

ATTEST:

Secretary

**Illinois Eastern Community Colleges
Tax Levy History**

It is necessary to certify our tax levies for tax year 2025. This information and that of prior years is presented below to assist in evaluating next year's levy.

TAX YEAR	ACTUAL EAV	EDUCATIONAL LEVY	BUILDING LEVY	OPERATING LEVY	OPERATING TAX EXTENSION	ACTUAL EXTENSION TAX RATE	
2000	1,010,227,912	1,837,500	787,500	2,625,000	2,525,570	45.13	
2001	1,019,727,226	1,925,000	825,000	2,750,000	2,549,318	44.41	
2002	1,034,733,922	1,925,000	825,000	2,750,000	2,586,835	44.44	
2003	1,023,487,154	1,925,000	825,000	2,750,000	2,558,718	43.72	
2004	1,077,939,382	1,925,000	825,000	2,750,000	2,694,848	44.99	
2005	1,101,476,437	2,100,000	900,000	3,000,000	2,753,691	42.55	
2006	1,109,341,717	2,135,000	915,000	3,050,000	2,773,354	42.71	
2007	1,203,320,686	2,450,000	1,050,000	3,500,000	3,008,302	42.11	
2008	1,373,502,477	2,135,000	915,000	3,050,000	3,019,810	39.36	
2009	1,268,645,929	2,450,000	1,050,000	3,500,000	3,171,615	41.63	
2010	1,266,328,720	2,450,000	1,050,000	3,500,000	3,165,822	43.84	
2011	1,289,013,277	2,450,000	1,050,000	3,500,000	3,202,552	44.46	
2012	1,313,132,171	2,353,750	1,008,750	3,362,500	3,263,408	44.46	
2013	1,316,174,679	2,450,000	1,050,000	3,500,000	3,287,696	46.45	
2014	1,355,971,691	2,450,000	1,050,000	3,500,000	3,389,930	46.01	
2015	1,434,729,746	2,450,000	1,050,000	3,500,000	3,535,634	45.19	
2016	1,487,918,606	2,625,000	1,125,000	3,750,000	3,683,392	43.98	
2017	1,518,650,175	2,712,500	1,162,500	3,875,000	3,793,344	44.44	
2018	1,582,056,888	2,825,000	1,226,500	4,051,500	3,955,636	44.12	
2019	1,676,407,734	2,925,000	1,270,000	4,195,000	4,182,306	43.01	
2020	1,761,041,185	3,115,000	1,325,000	4,440,000	4,402,603	42.48	
2021	1,840,036,736	3,175,000	1,375,000	4,550,000	4,550,000	42.36	
2022	1,984,266,679	3,325,000	1,435,000	4,760,000	4,788,471	40.47	
2023	2,203,649,082	3,750,000	1,610,000	5,360,000	5,360,000	42.75	
2024	2,422,202,657	4,350,000	1,900,000	6,250,000	6,055,507	46.28	
						43.65	Average
Estimated:							
2025	2,650,503,580	4,750,000	2,125,000	6,875,000	6,626,259	44.08	(Estimated)

In addition to the Educational and Building Fund, our certificate of tax levy will carry the statement that an additional levy must be made by each county clerk for each of the outstanding bond issuances, for insurance purposes: (tort liability, Medicare, worker's compensation and unemployment), for protection health and safety purposes, and for financial audit purposes.

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: November 18, 2025

RE: Emergency Repairs Request – Lincoln Trail College

On May 16, 2025, Lincoln Trail experienced a significant weather event that included lemon and some baseball sized hail. Impacts on the campus included roofs, HVAC units, vinyl siding, and vehicle damage.

Following the October Board of Trustees meeting, it was learned the Rowland-Nicholas Natatorium was not included in the scope of quotes received to repair the roofs damaged by the storms. The work will consist of a 60 MIL EPDM rubber system of approximately 11,500 sq ft for \$83,966. This total brings the overall roof replacements to \$399,208.

Under ILCS 805/3-27.1(m), a $\frac{3}{4}$ majority of the Board may approve such an expenditure. I ask the Board to approve the expenditure, totaling \$83,966, and allow the district to begin the process of contracting the repairs. Repairs will be paid for from insurance proceeds received through the claim filed with Wright Insurance.

RG/akb

MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: November 18, 2025

RE: Electricity Supplier Contract

Illinois Eastern Community Colleges (IECC) currently holds a fixed-price electricity agreement at \$0.09383 per kWh through May 2026. With that contract set to expire, the District must determine its approach for securing supply for the next term in light of continued market volatility and projected cost increases.

Recent energy market analysis, provided through GIG Energy, indicates that forward electricity pricing in Ameren Illinois territory is trending upward, with projected rates between \$0.10 and \$0.15 per kWh for contracts beginning in 2026. This represents a modest increase over current pricing but remains well below the peak volatility seen in 2022–23.

To manage risk and maintain budget predictability, the administration recommends authorizing entry into a managed pricing strategy. This approach would hedge portions of IECC's expected electrical load over the next several months, locking in favorable blocks as opportunities arise while retaining limited market flexibility. The strategy balances fiscal stability with the ability to benefit from temporary market dips and positions the District to avoid a concentrated rate exposure when the current contract expires in May 2026.

I recommend that the Board authorize the administration to execute an electricity supply contract utilizing a managed pricing strategy, with final pricing to be reported orally during the meeting and subsequently reflected in the official meeting minutes.

RG/akb

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529
TREASURER'S REPORT
October 31, 2025**

FUND	BALANCE
Educational	\$ 8,727,494.45
Operations & Maintenance	1,502,819.39
Operations & Maintenance (Restricted)	2,324,677.29
Bond & Interest	2,226,459.11
Auxiliary	1,531,326.45
Restricted Purposes	35,494.43
Working Cash	75,971.89
Trust & Agency	732,813.12
Audit	14,817.22
Liability, Protection & Settlement	827,823.48
TOTAL ALL FUNDS	<u>\$ 17,999,696.83</u>

Respectfully submitted,

Ryan Hawkins, Treasurer

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
October 31, 2025

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
ASSETS						
Cash	\$ 8,753,794	\$ 1,502,819	\$ 2,324,677	\$ 2,226,459	\$ 1,551,826	\$ 35,494
Investments	8,498,865	2,814,822	5,558,867	-	1,964,500	-
Accounts Receivable	1,603,469	193,680	-	-	317,978	-
Other Receivables	786,178	11,929	37,446	-	2,383	49,869
Restricted Cash	-	-	4,798,254	-	-	-
Inventory	-	-	-	-	485,671	-
Other Assets	213,396	-	-	-	-	493,690
Due From Other Funds	-	-	-	-	-	-
Total Assets	<u>\$ 19,855,702</u>	<u>\$ 4,523,250</u>	<u>\$ 12,719,244</u>	<u>\$ 2,226,459</u>	<u>\$ 4,322,358</u>	<u>\$ 579,053</u>
LIABILITIES						
Accounts Payable	\$ 26,945	\$ 12,166	\$ 681,155	\$ -	\$ (8,988)	\$ 381
Accrued Payroll Liabilities	(11,233)	-	-	-	-	-
Other Accrued Liabilities	105,897	-	21,997	-	24,445	-
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	<u>121,609</u>	<u>12,166</u>	<u>703,152</u>	<u>-</u>	<u>15,457</u>	<u>381</u>
FUND BALANCES						
Non-Spendable	-	-	-	-	485,671	-
Restricted						
Board Designated	11,413,264	2,013,472	-	-	-	-
Other Purposes	-	1,532,500	5,516,386	2,226,459	-	-
Encumbered	11,251,215	965,112	6,499,706	-	1,409,408	910,519
Unassigned	(2,930,386)	-	-	-	2,411,822	(331,847)
Total Fund Balances	<u>19,734,093</u>	<u>4,511,084</u>	<u>12,016,092</u>	<u>2,226,459</u>	<u>4,306,901</u>	<u>578,672</u>
Total Liabilities and Fund Balances	<u>\$ 19,855,702</u>	<u>\$ 4,523,250</u>	<u>\$ 12,719,244</u>	<u>\$ 2,226,459</u>	<u>\$ 4,322,358</u>	<u>\$ 579,053</u>

Illinois Eastern Community Colleges
Balance Sheets - All Funds (Unaudited)
October 31, 2025

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
ASSETS					
Cash	\$ 75,972	\$ 732,813	\$ 14,817	\$ 827,823	\$ 18,046,494
Investments	4,676,992	-	-	-	23,514,046
Accounts Receivable	-	-	-	-	2,115,127
Other Receivables	198,818	59,284	-	-	1,145,907
Restricted Cash	-	-	-	-	4,798,254
Inventory	-	-	-	-	485,671
Other Assets	-	-	-	-	707,086
Due From Other Funds	-	-	-	-	-
Total Assets	<u>\$ 4,951,782</u>	<u>\$ 792,097</u>	<u>\$ 14,817</u>	<u>\$ 827,823</u>	<u>\$ 50,812,585</u>
LIABILITIES					
Accounts Payable	\$ -	\$ 4,166	\$ -	\$ -	\$ 715,825
Accrued Payroll Liabilities	-	-	-	-	(11,233)
Other Accrued Liabilities	-	-	-	(3,034)	149,305
Due to Other Funds	-	-	-	-	-
Total Liabilities	<u>-</u>	<u>4,166</u>	<u>-</u>	<u>(3,034)</u>	<u>853,897</u>
FUND BALANCES					
Non-Spendable	6,315,000	-	-	-	6,800,671
Restricted					
Board Designated	-	-	-	-	13,426,736
Other Purposes	(1,363,218)	783,349	14,817	454,232	9,164,525
Encumbered	-	4,582	-	376,625	21,417,167
Unassigned	-	-	-	-	(850,411)
Total Fund Balances	<u>4,951,782</u>	<u>787,931</u>	<u>14,817</u>	<u>830,857</u>	<u>49,958,688</u>
Total Liabilities and Fund Balances	<u>\$ 4,951,782</u>	<u>\$ 792,097</u>	<u>\$ 14,817</u>	<u>\$ 827,823</u>	<u>\$ 50,812,585</u>

Illinois Eastern Community Colleges
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
 For the Period Ended October 31, 2025

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
REVENUES						
Property Taxes	\$ 3,516,260	\$ 1,278,529	\$ 138,649	\$ 1,697,046	\$ -	\$ -
Replacement Taxes	-	190,469	-	-	-	-
ICCB Grants	4,390,024	-	-	-	-	27,481
Federal Grants	-	-	-	-	-	3,452,960
Tuition & Fees	7,478,785	577,523	-	-	82,301	-
Charges for Services	10,798	39,130	-	-	730,488	-
Interest	67,389	27,364	59,054	9,602	26,696	7,043
Other Revenues	51,634	22	100,000	-	172,791	29,036
Total Revenues	<u>15,514,890</u>	<u>2,113,037</u>	<u>297,703</u>	<u>1,706,648</u>	<u>1,012,276</u>	<u>3,516,520</u>
EXPENDITURES						
Payroll	4,727,899	414,824	-	-	659,423	516,861
Benefits	732,223	92,399	-	-	77,257	108,171
Contractual Services	801,561	166,624	247,827	-	209,178	55,802
Supplies	588,054	74,660	51,687	-	511,658	33,171
Travel	51,323	-	-	-	144,013	24,767
Fixed	5,443	-	-	-	235,132	(3,695)
Utilities	20,536	418,141	-	-	-	-
Capital Outlay	19,391	21,450	407,839	-	-	22,848
Other	67,158	256	-	-	68,836	774,716
Scholarships, Student Grants, & Waivers	2,227,301	-	-	-	350,608	2,293,613
Total Expenditures	<u>9,240,889</u>	<u>1,188,354</u>	<u>707,353</u>	<u>-</u>	<u>2,256,105</u>	<u>3,826,254</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>6,274,001</u>	<u>924,683</u>	<u>(409,650)</u>	<u>1,706,648</u>	<u>(1,243,829)</u>	<u>(309,734)</u>
TRANSFERS						
Net Transfers	(1,430,323)	-	-	-	1,430,323	-
Total Transfers	<u>(1,430,323)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,430,323</u>	<u>-</u>
Net Change in Fund Balance	<u>4,843,678</u>	<u>924,683</u>	<u>(409,650)</u>	<u>1,706,648</u>	<u>186,494</u>	<u>(309,734)</u>
Fund Balance - Beginning	14,890,415	3,586,401	12,425,742	519,811	4,120,407	888,406
Fund Balance - Ending	<u>\$ 19,734,093</u>	<u>\$ 4,511,084</u>	<u>\$ 12,016,092</u>	<u>\$ 2,226,459</u>	<u>\$ 4,306,901</u>	<u>\$ 578,672</u>

Illinois Eastern Community Colleges
Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)
For the Period Ended October 31, 2025

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
REVENUES					
Property Taxes	\$ -	\$ -	\$ 74,383	\$ 1,041,683	\$ 7,746,550
Replacement Taxes	-	-	-	-	190,469
ICCB Grants	-	-	-	-	4,417,505
Federal Grants	-	-	-	-	3,452,960
Tuition & Fees	-	-	-	-	8,138,609
Charges for Services	-	1,511	-	-	781,927
Interest	10,454	4,960	177	3,995	216,734
Other Revenues	-	326,739	-	14,150	694,372
Total Revenues	<u>10,454</u>	<u>333,210</u>	<u>74,560</u>	<u>1,059,828</u>	<u>25,639,126</u>
EXPENDITURES					
Payroll	-	-	-	-	6,319,007
Benefits	-	-	-	76,464	1,086,514
Contractual Services	-	4,248	56,500	38,613	1,580,353
Supplies	-	2,922	-	-	1,262,152
Travel	-	3,146	-	-	223,249
Fixed	-	-	-	306,268	543,148
Utilities	-	-	-	-	438,677
Capital Outlay	-	-	-	-	471,528
Other	-	(70,296)	-	1,054	841,724
Scholarships, Student Grants, & Waivers	-	238,938	-	-	5,110,460
Total Expenditures	<u>-</u>	<u>178,958</u>	<u>56,500</u>	<u>422,399</u>	<u>17,876,812</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>10,454</u>	<u>154,252</u>	<u>18,060</u>	<u>637,429</u>	<u>7,762,314</u>
TRANSFERS					
Net Transfers	-	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>10,454</u>	<u>154,252</u>	<u>18,060</u>	<u>637,429</u>	<u>7,762,314</u>
Fund Balance - Beginning	4,941,328	633,679	(3,243)	193,428	42,196,374
Fund Balance - Ending	<u>\$ 4,951,782</u>	<u>\$ 787,931</u>	<u>\$ 14,817</u>	<u>\$ 830,857</u>	<u>\$ 49,958,688</u>

ILLINOIS EASTERN COMMUNITY COLLEGES
Comparative Combined Balance Sheets - All Funds
October 31, 2025

Unaudited

	ALL FUNDS	
	Fiscal	Fiscal
	Year	Year
	2025	2024
ASSETS:		
CASH	\$ 17,999,343	\$ 16,819,165
IMPREST FUND	21,300	21,300
CHECK CLEARING	25,500	25,500
CDB PROJECT TRUST	4,798,253	4,614,304
PREPAID EXPENSES	213,396	230,030
INVESTMENTS	23,514,046	28,470,633
RECEIVABLES	3,002,149	2,491,640
ACCRUED REVENUE	258,883	298,993
INVENTORY	485,671	625,408
OTHER ASSETS	493,690	476,041
FIXED ASSETS (Net of Depr)	35,725,873	32,223,470
TOTAL ASSETS AND OTHER DEBITS:	\$ 86,538,104	\$ 86,296,484
LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	\$ (14,268)	\$ 12,287
ACCOUNTS PAYABLE	821,919	34,818
DEFERRED REVENUE	46,700	54,524
L-T DEBT GROUP (FUND 9)	14,341,509	8,683,496
OPEB (Prior Year Restated for GASB 75 Implementation)	5,983,109	6,280,647
TOTAL LIABILITIES:	21,178,969	15,065,772
FUND BALANCES:		
FUND BALANCE	28,540,713	34,518,128
INVESTMENT IN PLANT (Net of Depr)	35,725,873	32,223,470
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(20,324,618)	(14,964,143)
RESERVE FOR ENCUMBRANCES	21,417,167	19,453,257
TOTAL EQUITY AND OTHER CREDITS	65,359,135	71,230,712
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	\$ 86,538,104	\$ 86,296,484

**ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS ONLY
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2024-2026**

College	Category	FISCAL YEAR 2024			FISCAL YEAR 2025			FISCAL YEAR 2026			% of Year
		Budget	Spent Thru October	% of Budget	Budget	Spent Thru October	% of Budget	Tentative Budget	Spent Thru October	% of Budget	
Frontier	Bills		\$ 214,248			\$ 242,088			\$ 761,402		
	Payroll		660,025			689,701			2,541,327		
	Waivers		370,608			198,071			204,236		
	Totals	\$ 3,936,161	1,244,881	32%	\$ 4,523,243	1,129,860	25%	12,358,397	3,506,965	28%	33%
Lincoln Trail	Bills		\$ 374,277			\$ 334,971			\$ 290,377		
	Payroll		672,061			749,525			384,766		
	Waivers		484,352			421,861			392,123		
	Totals	\$ 4,480,373	1,530,690	34%	\$ 4,760,106	1,506,357	32%	3,453,233	1,067,266	31%	33%
Olney Central	Bills		\$ 854,989			\$ 734,928			\$ 319,844		
	Payroll		1,304,848			1,259,109			581,015		
	Waivers		397,977			277,666			219,002		
	Totals	\$ 7,643,937	2,557,814	33%	\$ 7,622,079	2,271,703	30%	3,482,828	1,119,861	32%	33%
Wabash Valley	Bills		\$ 569,175			\$ 490,392			\$ 303,179		
	Payroll		896,367			850,474			304,881		
	Waivers		731,962			429,819			392,009		
	Totals	\$ 5,915,330	2,197,504	37%	\$ 5,816,006	1,770,685	30%	3,343,335	1,000,069	30%	33%
Workforce Educ.	Bills		\$ 51,652			\$ 56,363			\$ 39,165		
	Payroll		221,858			221,416			188,044		
	Waivers		692,338			722,312			485,891		
	Totals	\$ 2,619,370	965,848	37%	\$ 2,740,542	1,000,091	36%	2,752,534	713,100	26%	33%
District Wide	Bills		\$ 1,381,835			\$ 1,462,123			\$ 1,345,252		
	Payroll		1,330,764			1,131,914			1,142,690		
	Waivers		157,860			680,532			534,040		
	Totals	\$ 9,886,500	2,870,459	29%	\$ 9,389,968	3,274,569	35%	7,916,139	3,021,982	38%	33%
GRAND TOTALS		\$ 34,481,671	\$ 11,367,196	33%	\$ 34,851,944	\$ 10,953,265	31%	\$ 33,306,466	\$ 10,429,243	31%	33%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Revenues & Expenditures Report
For the Period Ended October 31, 2025

Unaudited

REVENUES	FY 2026		FY 2025		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Property Taxes	\$ 4,794,789	27.20%	\$ 4,284,919	0.00%	\$ 509,870	11.899%
Replacement Taxes	190,469	1.08%	219,344	0.00%	(28,875)	-13.164%
ICCB Grants	4,390,024	24.90%	4,905,201	17.87%	(515,177)	-10.503%
Tuition & Fees	8,056,307	45.70%	8,375,918	81.10%	(319,611)	-3.816%
Charges for Services	49,927	0.28%	59,684	0.20%	(9,757)	-16.348%
Interest	94,753	0.54%	96,736	0.82%	(1,983)	-2.050%
Other Revenues	51,656	0.29%	29,292	0.02%	22,364	76.348%
	<u>\$ 17,627,925</u>	<u>100.00%</u>	<u>\$ 17,971,094</u>	<u>100.00%</u>	<u>\$ (343,169)</u>	<u>-1.910%</u>

EXPENDITURES	FY 2026		FY 2025		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
Salaries	\$ 5,142,723	49.31%	\$ 4,902,139	21.43%	\$ 240,584	4.908%
Employee Benefits	824,622	7.91%	879,373	4.56%	(54,751)	-6.226%
Contractual Services	968,185	9.28%	851,225	5.00%	116,960	13.740%
Materials	662,714	6.35%	841,014	5.96%	(178,300)	-21.201%
Travel & Staff Development	51,323	0.49%	55,988	0.14%	(4,665)	-8.332%
Fixed Charges	5,443	0.05%	7,148	0.15%	(1,705)	-23.853%
Utilities	438,677	4.21%	404,784	2.33%	33,893	8.373%
Capital Outlay	40,841	0.39%	229,144	1.44%	(188,303)	-82.177%
Other	2,294,715	22.00%	2,782,450	58.99%	(487,735)	-17.529%
	<u>\$ 10,429,243</u>	<u>100.00%</u>	<u>\$ 10,953,265</u>	<u>100.00%</u>	<u>\$ (524,022)</u>	<u>-4.784%</u>

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

	Funding Source	Estimated Budget									
Center for Technology - LTC	CDB	\$11,160,000									
Applied Technology Center - OCC	CDB	\$3,076,400									
OCC - Salvage Vehicle Storage	Deferred Maintenance	\$40,000									
FCC - Athletic Facility	Insurance/Bond Proceeds/Fundraising	\$5,651,000									
LTC - Athletic Facility Sidewalk	Bond Proceeds	\$29,750									
HVAC Replacements - TLB	Operating Funds	\$30,343									
Emergency Repairs - LTC	Insurance Proceeds	\$458,162									
GRAND TOTAL		\$20,445,655	Board Approval	Preliminary Design	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

10/31/2025

MEMORANDUM

TO: Board of Trustees
FROM: Ryan Gower
DATE: November 18, 2025
RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the November 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. Change in Status**
- 400.3. Additional Compensation**
- 400.4. Leave Request**
- 400.5. Resignation Ratification**

PERSONNEL REPORT

400.1 Employment of Personnel

1. Head Women's Basketball Coach, WVC effective November 24, 2025
2. Custodian, WVC effective November 24, 2025
3. Temporary Full-time Head Softball Coach, Special Project Director, LTC effective November 24, 2025

400.2 Change in Status

1. Nursing Instructor, LTC, Academic Affairs to Nursing Instructor, OCC, Academic Affairs effective January 5, 2026

400.3 Additional Compensation

1. Medical Lab Technician (MLT) Program Director for the 2025 Fall Semester

400.4 Leave Request

400.5 Resignation Ratification

1. Head Women's Basketball Coach, WVC effective October 21, 2025
2. TRIO Upward Bound Academic Counselor, LTC effective November 19, 2025