

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

April 19, 2016



Location:

**Olney Central College
305 North West Street
Olney, Illinois 62450**

**Dinner – 6:00 p.m. – Banquet Room
Meeting – 7:00 p.m. – Banquet Room**

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**

April 19, 2016

7:00 p.m.

**Olney Central College
Banquet Room**

1. Call to Order & Roll Call..... Chairman Fischer
2. Disposition of Minutes..... CEO Bruce
3. Seating of Student Board Member Gideon Raley – Term April 2016-March 2017 Bruce
4. Recognition of Visitors and Guests..... Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
5. Public Comment
6. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
7. Policy First Reading (and Possible Approval) Bruce
 - A. Student Placement Policy 500.13
 - B. Tuition Waiver Policy 500.14
 - C. Policy Review
 - Appropriate Use of Information Technology Resources 200.2
 - Audits 300.2
 - College Treasurer 300.5
 - Contracts 300.6
 - Publish Financial Statement 300.13
 - Operating Cash Reserve 300.20
8. Policy Second Reading Bruce
 - A. None
9. Staff Recommendations for Approval
 - A. Activity Fee Allocations..... Browning
 - B. ATM Agreement for FCC Bruce
 - C. Conferring of Honorary Degree Bruce
 - D. TV Streaming Agreement Bruce
 - E. Letter of Commitment for Apprenticeship Training ICATT Agreement..... Bruce
 - F. Business Associate Agreement (Affiliation Agreement) with Aperion Care of Olney..... Bruce

G. Affiliation Agreements

Flora Health Care and Rehab – Associate Degree Nursing
Bedwell Eyecare Center – Medical Office Assistant - OCC
Office of Dr. Rachel Winters – Certified Medical Assistant - LTC
Effingham Obstetrics & Gynecology – Certified Medical Assistant - LTC
Sikorski Chiropractic – Electronic Medical Records - LTC
Heritage Health - Electronic Medical Records - LTC

- 10. Bid Committee Report Bruce
 - A. TRIO Upward Bound Cultural & Education Trip 2016
- 11. District Finance
 - A. Financial Report Browning
 - B. Approval of Financial Obligations Browning
- 12. Chief Executive Officer’s Report..... Bruce
- 13. Executive Session..... Bruce
- 14. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes Bruce
 - B. Audio Executive Session Minutes Bruce
- 15. Approval of Personnel Report..... Bruce
- 16. Collective Bargaining..... Bruce
- 17. Litigation Bruce
- 18. Other Items
- 19. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, March 15, 2016.

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

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

John D. Brooks, Gary Carter, Michael K. Correll, Brenda K. Culver, G. Andrew Fischer, Al Henager, Jan Ridgely. Also present was Drew Halter, student trustee. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Kathy Harris, President of Lincoln Trail College.

Rodney Raney, President of Olney Central College.

Roger Browning, Chief Finance Officer/Treasurer.

Tara Buerster, Director of Human Resources.

Chris Cantwell, Dean, Academic & Student Support Services/Chief Academic Officer.

Alex Cline, Director of Information & Communications Technology.

LeAnn Hartleroad, Associate Dean, Institutional Development.

Renee Smith, Executive Assistant to CEO/Board Secretary.

Michael Thomas, Dean of Workforce Education.

David Carpenter, Dean of Instruction of Lincoln Trail College.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, February 16, 2016 were presented for disposition.

Board Action to Approve Minutes: Trustee Gary Carter made a motion to approve minutes of the foregoing meeting as prepared. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

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

#3-A. Visitors & Guests: Visitors and guests present were recognized, including several college staff members.

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: None.

#5-B. Report from Presidents: Reports were presented from each of the colleges.

#5-C. Report from Cabinet: None.

#5-D. Special Reports: CEO Terry Bruce recognized the upcoming retirement of LTC President Kathy Harris and thanked her for her years of service to the IECC District.

AGENDA #6 – “Policy First Readings (and Possible Approval)” – The Board approved changes to the District’s Academic Requirements Policy 500.20 to accurately reflect the current practice for addressing students whose cumulative grade point average, after earning 12 credit hours, falls below a C (2.0). When this set of circumstances occur, these students are placed on academic probation. The CEO recommended approval of the following policy:

STUDENT - 500

Academic Requirements Policy (500.20)

Date Adopted: October 20, 1998

Revised: December 13, 2005

Revised: March 15, 2016 (Pending Board Approval)

Any ~~degree/certificate-seeking~~ student whose cumulative grade point average falls below a C (2.0), after ~~attempting~~ earning 12 credit hours, will ~~automatically~~ be placed on academic probation.

A student on academic probation must earn at least a C (2.0) average in the term immediately following placement on academic probation, or the student will be dropped from the degree program. A student then must maintain a C (2.0) average in the term following such dismissal from the degree program to remain in the college.

A student who is placed on academic probation and who earns a C average in the term(s) following placement on academic probation will remain on academic probation until such time as the student's cumulative grade point average returns to C (2.0).

Notice of academic deficiency will appear on the student's transcript by semester. Each college and/or academic program will establish procedures to give timely warning of deficiency and its consequences to students. Deficiency warnings will be sent to all students to inform them that they are on academic probation.

When the student achieves a cumulative GPA of C (2.0), then he or she will have returned to academic good standing.

Students who are participating in Illinois Eastern Community Colleges International Student Program may not enroll in on-line courses without permission from the Program Director of International Students, in recognition of the significant learning experience which occurs through cultural immersion in a classroom environment.

Board Action: Trustee Brenda Culver made a motion that second reading be waived and that the Academic Requirements Policy 500.20 be approved as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees

voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Trustees voting nay: None. Trustees absent: None. Student advisory vote: Yea. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

#8-A. Recognition of Student Board Member Drew Halter: The trustees gave special recognition to Student Trustee Drew Halter. Each year the students of a college within the IECC system select a member of the student body to serve as Student Trustee to the Board of Trustees. The colleges make the selection on a rotating basis. Since April 2015, Drew Halter from Lincoln Trail College has served as Student Trustee to the IECC Board. He was presented with a plaque in recognition of his service to the Board of Trustees and the IECC district.

#8-B. Transfer Articulation Agreement between IECC and USI: Chris Cantwell reviewed a transfer articulation agreement between University of Southern Indiana (USI) and Illinois Eastern Community Colleges. This agreement will facilitate the transfer of graduates from IECC who earn transfer associate degrees to the baccalaureate programs at USI. This agreement provides a written record of a continuing relationship centered on a mutually beneficial commitment to serving students. The CEO recommended approval of the agreement as presented.

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

#8-C. Strategic Plan 2015 Status Report: LeAnn Hartleroad reviewed the Status Report for the Strategic Plan for 2015, including Strategic Plan goals and activities through reports and assessments submitted by staff responsible for each activity. IECC’s Strategic Plan has been linked directly to the Higher Learning Commission’s Criteria for Accreditation. Thirty-four initiatives, actions, or activities, were identified to meet the strategic plan objectives and goals. The CEO recommended approval of the agreement as presented.

Board Action: Student Trustee Drew Halter made a motion to accept the Strategic Plan 2015 Status Report as presented. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Affiliation Agreements: IECC wishes to enter into new affiliation agreements for LTC’s Pharmacy Technician Program with Lawrenceville CVS and for LTC’s Medical Assistant Program with the Newton Jasper County Health Department. These are the standard affiliation

agreements utilized by the District. The CEO recommended approval of these agreements as presented in full in the Board Agenda.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreements for LTC's Pharmacy Technician Program with Lawrenceville CVS and for LTC's Medical Assistant Program with the Newton Jasper County Health Department. Student Trustee Drew Halter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

#10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of February 29, 2016.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for February, 2016 totaling \$849,830.71, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Gary Carter made a motion to approve payment of district financial obligations for February 2016, in the amounts listed. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Chief Executive Officer's Report” – CEO Terry Bruce provided a report covering the following items: Program Approval and Changes from January 1, 2015 through December 31, 2015, Statement of Economic Interest, LTC Presidential Search, State of Illinois Budget, and Enrollment.

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

AGENDA #13 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session at the regular meeting, February 16, 2016.

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

400.1 Change in Status

A. Professional Non-faculty

1. Andrea Pampe, Jobs Advisor, OCC, to Coordinator of Financial Aid, OCC, effective May 16, 2016

400.2. Special Assignment

A. Faculty

1. Wanda Douglas, Dept. Head Nursing, FCC

Recommended
\$750 + 3 hours release time
(to complete Spring 2016 term)

400.3 Addition to Administrative Guidelines for Part-Time and Full-Time Non-Bargaining Unit Faculty

Class Size (Item B. is an addition to this section)

- B. Online Classes – Beginning with the Summer 2016 semester, online classes will not have a limit on enrollment. Except in unusual circumstances, online classes will not be cancelled as long as at least one student is enrolled by the 10th day of a sixteen week course period and the 5th day of an eight week course period or the proportionate date of any other course not conforming to a sixteen-week or eight-week schedule.

Online Classes (this would be a new section)

- E. Online Classes

Online instructors will be paid at a rate of \$47.00 per student, per workload of the course for the first 10 enrolled, with additional pay available at established enrollment numbers. Pay for the class will be established by the number of students in the class on the 10th day of a sixteen week course period and the 5th day of an eight week course period or the proportionate date of any other course not conforming to a sixteen-week or eight-week schedule. Pay will be calculated as follows:

<u>Number of Students in the course</u>	<u>Pay per student per workload of course</u>
<u>1-10</u>	<u>\$47.00 per student per workload of course</u>
<u>11-25</u>	<u>No additional pay</u>
<u>26-35</u>	<u>Amount for first 10 students + \$47.00 per student per workload of course</u>
<u>36-50</u>	<u>No Additional pay</u>
<u>51-60</u>	<u>Amount for first 10 students + 26-35 (additional full pay amount)+ \$47.00 per student per workload of course</u>
<u>61-75</u>	<u>No additional pay</u>
<u>76-85</u>	<u>Amount for first 10 students + 26-35 (additional full pay amount) + 51-60 (additional full pay amount)+ \$47.00 per student per workload of course</u>
<u>86-100</u>	<u>No additional pay</u>

Examples for a 3 credit hour class, with a load of 3.0:

<u>Number of Students Enrolled</u>	<u>Total Pay</u>
<u>8</u>	<u>8 x 3.0 load x \$47 = \$1,128</u>
<u>10</u>	<u>10 x 3.0 load x \$47 = \$1,410</u>
<u>14</u>	<u>Max out at 10 enrollment pay of \$1,410.00</u>
<u>28</u>	<u>\$1,410 (10 student max) + (3 x 3.0 load x \$47) = \$1,833</u>

Pay rates for part-time faculty receiving a state directed annuity shall be established at a rate that allows the annuitant to instruct as a part-time faculty member without exceeding established income limitations. The rate shall be established thru discussion with the annuitant, the College Dean of Instruction, and the District Director of Human Resources. The rate shall vary with each individual instructor.

The above rate of pay represents the amount paid to the individual for preparation time, instruction, grading, etc.

400.4. Resignation Ratification

A. Faculty

1. Rusty Ruth, Drama/Theater Instructor, LTC, effective May 13, 2016

B. Professional Non-Faculty

1. Veralee Harris, Coordinator of Financial Aid, OCC, effective May 28, 2016

Personnel Report Addendum

400.4. Resignation Ratification

A. Faculty

1. Carmen Jones, Social Science Instructor, OCC, effective August 3, 2016

400.5. Retirement Ratification

A. Professional Non-Faculty

1. Michael Ray, Head Men's Basketball Coach, LTC, effective April 16, 2016

Board Action to Amend Personnel Report: Trustee Brenda Culver made a motion to amend the Personnel Report, to include 400.4 Resignation Ratification of Faculty member Carmen Jones and 400.5 Retirement Ratification of Professional Non-Faculty member Michael Ray. Trustee Al Henager seconded the motion to amend the Personnel Report. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The voice vote was taken and the Chair declared that the "Ayes" have it and the motion is adopted.

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

AGENDA #15 – “Collective Bargaining” – None.

AGENDA #16 – “Litigation” – None.

AGENDA #17 – “Other Items” – None.

AGENDA #18 – “Adjournment” – Student Trustee Drew Halter made a motion to adjourn. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting adjourned at 8:35 p.m.

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

**Seating of Student Board Member
Term April 2016 – March 2017**

Agenda Item #4

Recognition of Visitors and Guests

A. Visitors and Guests

B. IECEA Representatives

Agenda Item #5

Public Comment

Agenda Item #6

Reports

- A. Trustees**
- B. Presidents**
- C. Cabinet**

Agenda Item #7

Policy First Reading (and Possible Approval)

A. Student Placement Policy 500.13

B. Tuition Waiver Policy 500.14

C. Policy Review

Appropriate Use of Information Technology Resources 200.2

Audits 300.2

College Treasurer 300.5

Contracts 300.6

Publish Financial Statement 300.13

Operating Cash Reserve 300.20

Agenda Item #7A

Student Placement Policy 500.13

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 19, 2016
RE: Revisions to Student Placement Policy (500.13)

Illinois Eastern Community Colleges recognizes that student success in college coursework is directly related to appropriate course placement. Therefore, IECC uses multiple measures to determine student placement in college-level courses and admission to a degree or a certificate program including national standardized test scores, high school and/or college transcripts, and remedial or previous college coursework completed. The following revised Student Placement Policy 500.13 addresses the multiple measures for placement which will be used to determine students' readiness for college-level courses and programs.

I recommend the Board waive the second reading and approve Policy 500.13 effective immediately.

TLB/rs

Attachment

STUDENT – 500

Student Placement Policy (500.13)

Date Adopted: December 19, 1989

Revised: April 19, 2016 (pending Board and Cabinet approval)

~~Placement is related to all aspects of education and shall be considered a joint effort shared by faculty, counselors, records, personnel, and administration.~~

Illinois Eastern Community Colleges recognizes that student success in college coursework is directly related to appropriate course placement. Therefore, IECC uses multiple measures to determine student placement in college-level courses and admission to a degree or a certificate program.

Multiple measures for placement will be used to determine students' readiness for college-level courses and programs. This includes analysis of nationally standardized test scores; analysis of high school and/or college transcripts including coursework completed and grade point average; and remedial and/or previous college coursework completed. The results of these measures will improve the quality of education and enhance student success through academic advisement, assessment of students' academic skills, and provision of needed support services.

Agenda Item #7B

Tuition Waiver Policy 500.14

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 19, 2016
RE: Tuition Waiver Policy

Currently any employee who takes a course at IECC has the tuition waived for the course, but all fees are charged to the employee. The attached policy revision would waive universal fees, in addition to the tuition, for any course an employee took that is considered professional development for the position they currently hold at Illinois Eastern Community Colleges. For courses the employee would take for any reason other than professional development, the fees would still be charged to the employee and the tuition would continue to be waived.

I recommend the Board's approval of the revised Tuition Waiver Policy (Student 500.14).

TLB/rs

Attachment

STUDENT - 500

Tuition Waiver (500.14)

Date Adopted: November 17, 1998

Revised: July 19, 2005

Revised: May 15, 2007

Revised: April 21, 2009

Revised: November 17, 2009

Revised: November 16, 2010

Revised: April 17, 2012

Revised: November 19, 2013

Revised: March 17, 2015

Revised: February 16, 2016

Revised: April 19, 2016 (pending Board approval)

A. Senior Citizens: Tuition is waived for residents of the District who are 60 years or older. Non-credit course fees are not waived.

B. Full-Time Employees: It shall be the policy of the Board of Trustees that tuition shall be waived for all full-time employees (current or SURS qualified retirees) of the District and members of their immediate family. Members of the immediate family shall be defined as the spouse and dependents of full-time employees who are under 24 years of age, not married, and currently reside in-district with either one or both parents, one of which is a full time employee. However, a spouse or dependent who has been convicted of criminal conduct that would threaten staff or student health, welfare, or safety; or who was discharged for cause from district employment, shall not be entitled to a tuition waiver. Any full-time employee taking a course that is considered professional development for the area in which they work at IECC shall have the universal fees waived in addition to the tuition waiver.

In the event of a full-time employee's death during their active employment with IECC, their dependents will be given a waiver of in-district tuition to be used during their college career if they are under 24 years of age, not married and currently reside in district. A spouse of a deceased full-time employee must use their tuition waiver within 6 years of the date of the death of the full-time employee.

C. Part-time Non-Faculty Employees: Part-time non-faculty employees working 10 hours or more per week may be given an in-District tuition waiver for one class per semester, up to a maximum of 3 credit hours per semester. This tuition waiver does not apply to work-study students. Any part-time non-faculty employee taking a course that is considered professional development for the area in which they work at IECC shall have the universal fees waived in addition to the tuition waiver.

D. Part-time Faculty: Part-time faculty employed to teach at least 3 load hours for the semester in which the waiver is granted may be given an in-District tuition waiver for one class per semester, up to a maximum of 3 credit hours per semester. Any part-time faculty taking a course that is considered professional development for the area in which they work at IECC shall have the universal fees waived in addition to the tuition waiver.

E. After 6 p.m.; before 6 p.m. Waiver: Effective Summer Semester 2010, tuition of \$20.00 per semester hour will be charged for students enrolled in four semester hours or less per semester if the course(s) begins after 6 p.m. Tuition of \$20.00 per semester hour will be charged for students enrolled in four semester hours or less before 6 p.m. if the student works a night shift on a full-time basis.

F. Discretionary Tuition Waivers: Other types of tuition waivers may be granted at the recommendation of the President of the college with approval of the Chief Executive Officer or his designee.

Agenda Item #7C

Policy Review

Agenda Item #7C

Memorandum

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 19, 2016
RE: Policy Review

As suggested by the HLC Peer Review Team, we continue to formally review the Policy manual. For your review and approval are revisions to the following policies:

200.2 Appropriate Use of Information Technology Resources – Clarifies student e-mail obligations and duties.

300.2 Audit – Applies correct citation to Statutes.

300.5 College Treasurer – Applies correct citation to Statutes.

300.6 Contracts – Applies correct citation to Statutes and conforms policy to current Board actions.

300.13 Publish Financial Statements – Applies correct citation to Statutes.

300.20 Operating Cash Reserve – Makes as an objective a minimum of a four month cash reserve, clarifies the definition of Operating Funds, calculates cash reserve on a fiscal year basis following the approval of the comprehensive annual financial report annual audit.

I recommend the Board waive the second reading and approve the revisions to the above policies.

TLB/rs

Attachments

Appropriate Use of Information Technology Resources (200.2)

Effective date: June 11, 1996

Revised: August 17, 2005

Revised: April 19, 2016 (pending Board approval)

In pursuit of its mission to provide educational opportunities and public services to the colleges of southeastern Illinois, the Board of Trustees of Illinois Eastern Community Colleges ("IECC" or the "District") provides access to "information technology and resources" (as defined in IECC Policies and Procedures 200.2) for students, faculty and staff members and other authorized users within institutional priorities and financial capabilities.

Access to the District's information technology and resources is a privilege granted to District students, faculty and staff members and other authorized users. Access to District information technology and resources may be granted by the data owners of that information based on their judgment of the following factors: relevant laws and contractual obligations, the requestor's need to have access to the information technology and resources, the information technology and resources' sensitivity and the risk of damage to or loss by the District which could result from its disclosure.

The District reserves the right to extend, limit, restrict or deny privileges and access to its information technology and resources. Data owners--whether departments, units, students, faculty or staff members--may allow individuals other than District students, faculty and staff members access to information which they own or for which they are responsible, so long as such access does not violate any license or contractual agreement, District policy or any federal, state, county or local law or ordinance.

IECC information technology and resources are to be used for the District-related activities for which they are intended and authorized. District information technology and resources are **not** to be used for commercial purposes or non-college related activities without written authorization from the District. In these cases, the District will require payment of appropriate fees. This policy applies equally to all District-owned or District-leased computers and peripherals.

All members of the college community who use IECC's information technology and resources must act responsibly in their use of the resources. All users of District-owned or District-leased information technology and resources must respect the rights of other users and comply with all pertinent licenses and contractual agreements. IECC's policy requires that all students, faculty and staff members and other authorized users act in accordance with these responsibilities, relevant laws and contractual obligations and the highest standard of ethics. Each user must remember that his/her freedom to access, display or publish information is constrained by the rights of others who have the right not to be subjected to material that they find offensive. Information posted and/or published on the Internet may be accessible by any computer on the Internet.

Authorized users and system administrators must all guard against abuses that disrupt or threaten the viability of any and all systems, including those at the college campuses and those on networks to which the District's systems are connected. Access to information technology and resources without proper authorization from the data owner(s), unauthorized use of District computing facilities, and intentional or negligent corruption or misuse of information technology and resources are direct violations of the District's standards for conduct as outlined in IECC Policies and Procedures, District collective bargaining agreement and the Faculty Handbook and may also be considered civil or criminal offenses.

Privacy and Content

USERS SHOULD HAVE NO EXPECTATION OF PRIVACY OR CONFIDENTIALITY IN THE CONTENT OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES SENT AND RECEIVED ON THE DISTRICT COMPUTER NETWORK OR STORED IN HIS/HER DIRECTORY. THE DISTRICT COMPUTER NETWORK'S SYSTEM OPERATOR, OR OTHER DISTRICT EMPLOYEES, MAY, AT ANY TIME, REVIEW THE SUBJECT, CONTENT, AND APPROPRIATENESS OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES, AND REMOVE THEM IF WARRANTED, REPORTING ANY VIOLATION OF RULES TO THE DISTRICT ADMINISTRATION AND/OR LAW ENFORCEMENT OFFICIALS.

E-Mail – Information Exchange – Security

User IDs and passwords are provided only for personal use. Users should not share passwords with anyone and should not use anyone else's password regardless of how the password was obtained. If a user suspects someone has discovered their password, the password should be changed immediately. Users shall not intentionally modify files, data, or passwords belonging to other users. When sending electronic communications, users should be cautious when including personal information. IECC is not responsible for personal information which is obtained by unauthorized recipients or interceptors of electronic communications. Use of personal credit cards on an IECC owned computer is done at the user's own risk and IECC is not responsible for any loss or damages resulting from this use.

Electronic Communications

IECC provides email accounts to students as a tool for sharing important and official information regarding registration, financial aid, deadlines, student life, and more. Email allows IECC to communicate quickly and efficiently and provides standardized, consistent communication with IECC students. The student email accounts are cost-effective and environmentally friendly.

Student email accounts are created when students activate their IECC portal accounts. IECC expects that every student will receive email at his or her IECC email address and will read email on a frequent and consistent basis. A student's failure to receive and read IECC communications in a timely manner does not absolve that student from knowing and complying with the content of such communications.

Students may elect to redirect (auto-forward) email sent to their IECC email address. Students who redirect email from their official IECC email address to another address do so at their own risk. IECC is not responsible for the handling of email by outside service providers. If email is lost because of forwarding, it does not absolve the student of the responsibilities associated with communications sent to their official IECC email address.

Copyrighted Material

Users shall not: copy and forward, download, and/or upload to the IECC network or Internet server any copyrighted, trademarked, and other intellectual property without express authorization from the owner of the trademark, copyrights or intellectual property right.

Unauthorized copying, use or distributions of software is illegal, strictly prohibited, and subject to criminal penalties. Similarly, other intellectual property content owners may take criminal or civil action against a user for unauthorized copying, use or distribution of intellectual property materials. All the content transmitted via e-mail and web publishing must either be the users' own or must be transmitted with express authorization for distribution by IECC or by the individual who owns the trademark, copyright or intellectual property right.

Inappropriate and Illegal Use of Computers

Examples of inappropriate and illegal use include:

1. Accessing, e-mailing or web publishing of material, including text or images, determined to be obscene and/or pornographic.
2. Use of information technology to facilitate, engage in and/or encourage academic dishonesty.
3. Email distribution or web publishing of derogatory statements intended to offend other individuals, groups, or organizations or which violate IECC's anti-discrimination/harassment policy and procedures. (See policy 100.8 and procedure 100.8 for more information.)
4. Use of the computer network system in a manner that violates the IECC Computer Use Policy or Procedures, any other District/College policy, and/or local, state or federal law.
5. Intentionally infiltrate, or "hack," IECC or outside computing systems and/or networks.
6. Release viruses, worms, or other programs that damage or otherwise harm IECC's network, or an outside computing system, or network.
7. Knowingly disrupt a system or interfere with another student's, staff or faculty member's or other authorized user's ability to use that system (e.g., by sending "e-mail bombs" that cause disk fill up, a network to bog down, or software application to crash).
8. Willfully damage or destroy computer hardware, software, or data belonging to IECC or its users.

Priority Usage of Computer Hardware, Software and/or Facilities

Priority shall be given to classroom activities, assignments and/or research and to IECC faculty, staff, and students.

Lab User Age Restriction

Patrons under the age of 18 who are not enrolled students are not permitted to use the open lab computers without obtaining authorization from the college's Learning Resource Director or Lab Supervisor.

Saving Work

Users are not allowed to store personal work and/or software on the hard disk drives in the open lab and all users should have a personal data disk for saving their work. Any files or software found on the hard drives will be deleted. IECC is not responsible for data lost for any reason including but not limited to: power failure, computer failure, or any other unplanned or unavoidable event or emergency.

Software

Students are not allowed to install any software onto any IECC computers.

Network Bandwidth

Network capacity is limited and users must not exceed reasonable usage. Recreational network activities such as: downloading large files, viewing streaming video and listening to streaming audio are prohibited unless pre-approved by the Director of Information and Communications Technology.

Internal Network

Only authorized IECC technical staff are allowed to connect personal computers or other devices to the internal IECC network.

Public Internet Access

Public Internet access areas have been established in some areas to provide Internet connectivity for personal computing devices. **Please be advised that the public network does not enforce any security or encryption.** Transmissions of secure information such as ID's, credit card numbers, passwords, etc. may be intercepted by wireless users in or near the open networks. **IECC is not responsible for damage to personal property or other injury, including damage to computers resulting from software/hardware installation or Internet use.**

Commercial Use

Users shall not use the District's computer network to set up web pages to advertise or sell products or services, solicit sales or conduct business (e.g., by posting an advertisement to a news group) without prior written approval and, if required, the payment of an appropriate fee.

Sanctions

Alleged violations of this policy will be processed according to the disciplinary policies outlined in the IECC Policies and Procedures Manual, the IECC collective bargaining agreement and the college's catalog. IECC treats access and use violators of information technology and resources seriously. IECC computing resources may also be subject to prosecution by state or federal authorities.

IECC has the right to remove, without notice, any material from its system found to be threatening, obscene, pornographic or which violates the District's anti-discrimination/harassment policy or any other District policy. Such action may result in the termination of the user's account.

Policy Adoption – Administration – Liability

This policy will be reviewed and updated periodically and the current policy, inclusive of any revisions, will be electronically posted on the IECC Internet and web servers.

Implementation

The Chief Executive Officer, Presidents and Director of Information and Communications Technology are responsible for supervising adoption of guidelines to implement this policy.

Enforcement

Alleged violations of this policy will be processed according to the processes outlined in the IECC Policies and Procedures Manual, IECC collective bargaining agreement and the college's catalog. IECC treats access and use violations of information technology and resources seriously. IECC will pursue criminal and civil prosecution of violators as it deems necessary.

(The following area is for policy print out and is not to be included in the catalog.)

USER AGREEMENT

I agree to and will abide by the attached policy concerning the use of computer, Internet, and web publishing access provided to me through Illinois Eastern Community Colleges (IECC).

I understand that alleged violations of this policy will be processed according to the processes disciplinary policies outlined in the IECC Policies and Procedures Manual, the IECC collective bargaining agreement and the college's catalog. IECC treats access and use violators of information technology and resources seriously. IECC computing resources may also be subject to prosecution by state or federal authorities.

I UNDERSTAND THAT I SHOULD HAVE NO EXPECTATION OF PRIVACY OR CONFIDENTIALITY IN THE CONTENT OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES SENT AND RECEIVED ON THE DISTRICT COMPUTER NETWORK OR STORED IN HIS/HER DIRECTORY. THE DISTRICT COMPUTER NETWORK'S SYSTEM OPERATOR, OR OTHER DISTRICT EMPLOYEES, MAY, AT ANYTIME, REVIEW THE SUBJECT, CONTENT, AND APPROPRIATENESS OF ELECTRONIC COMMUNICATIONS OR OTHER COMPUTER FILES, AND REMOVE THEM IF WARRANTED, REPORTING ANY VIOLATION OF RULES TO THE DISTRICT ADMINISTRATION AND/OR LAW ENFORCEMENT OFFICIALS.

NAME: _____
(signature)

(printed name)

DATE: _____

BUSINESS- 300

Audits (300.2)

Date Adopted: December 19, 1989

Date Revised: April 19, 2016 (pending Board approval)

An audit shall be made at the end of each fiscal year by an accountant licensed to practice public accounting in Illinois and appointed by the Board of Trustees. The audit examination shall be conducted in accordance with generally accepted auditing standards and the requirements set forth by 110 ILCS 805/3-22.1. ~~Chapter 122, Article 3, Section 103-22.1 of the Illinois Revised Statutes.~~

BUSINESS - 300

College Treasurer (300.5)

Date Adopted: December 19, 1989

Date Revised: April 19, 2016 (pending Board approval)

The Board of Trustees shall appoint a Treasurer who shall not be a member of the Board, as required by 110 ILCS 805/3-18, Section 103-18 of the Illinois Public Community College Act, and who shall be bonded as required by 110 ILCS 805/3-19, Section 103-19 of said Act. The Board of Trustees shall pay the premium on the bond from funds of the District. The Treasurer shall make a monthly financial report to the Board of Trustees.

BUSINESS - 300

Contracts (300.6)

Date Adopted: July 19, 1994

Date Revised: April 19, 2016 (pending Board approval)

Illinois Eastern Community Colleges will comply with provisions of 110 ILCS 805/3-27.1 regarding contracts. ~~the Illinois Public Community College Act Article 103 27.1. To let all contracts for supplies, materials or work involving an expenditure in excess of \$25,000 to the lowest responsible bidder after due advertisement, except contracts which by their nature are not adapted to award of competitive bidding, such as contracts for services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the printing of finance committee reports and departmental reports, contracts for the printing or engraving of bonds, tax warrants and other evidences of indebtedness, contracts for utility services such as water, light, heat, telephone or telegraph, contracts for materials and work which have been awarded to the lowest responsible bidder after due advertisement, but due to unforeseen revisions, not the fault of the contractor for materials and work, must be revised causing expenditures not in excess of 10% of the contract price and contracts for the purchase of magazines, books, periodicals, pamphlets and reports, and except where funds are expended in an emergency and such emergency expenditure is approved by 3/4 of the members of the Board. Bids shall not be awarded to a vendor that is a member of the immediate family of a full-time IECC employee, which means living in the immediate household. All competitive bids for contracts involving an expenditure in excess of \$25,000 must be sealed by the bidder and must be opened by a member or employee of the Board at a public bid opening at which the contents of the bids must be announced. Each bidder must receive at least 3 days notice of the time and place of such bid opening. For purposes of this Section due advertisement includes, but is not limited to, at least one public notice at least 10 days before the bid date in a newspaper published in the District, or if no newspaper is published in the District, in a newspaper of general circulation in the area of the District.~~

BUSINESS - 300

Publish Financial Statement (300.13)

Date Adopted: December 19, 1989

Date Revised: April 19, 2016 (pending Board approval)

A financial statement shall be published annually in accordance with provisions of 110 ILCS 805/3-22.2 ~~the Illinois Public Community College Act, Section 103-22.2,~~ and rules and regulations of the Illinois Community College Board.

BUSINESS – 300

Operating Cash Reserve (300.20)

Date Adopted: 8/17/04

Date Revised: April 19, 2016 (pending Board approval)

~~The District shall~~ It shall be the objective of the District to maintain an Operating Cash Reserve sufficient to meet its financial obligations for a minimum of four months.

An Operating Cash Reserve shall be defined as the end of year Operating Funds cash and investment balance (cash and investments in the Education Fund and the Operations and Maintenance Fund) divided by the average per month expenditures and transfers for such funds as shown on the audited Uniform Financial Statement No. 1 as presented by the Chief Finance Officer.

The Operating Cash Reserve ~~would be~~ is calculated each ~~October~~ fiscal year based upon the District's independently audited Comprehensive Annual Financial Report (CAFR) for the most recent fiscal year then ended. This CAFR is submitted by Illinois Eastern Community Colleges to the Illinois Community College Board on or before October 15th of each year.

The Operating Cash Reserve amount will be submitted to the Board ~~in October~~ each fiscal year, following the approval of the CAFR, for its ~~approval~~ review.

The establishment of a minimum four month Operating Cash Reserve is a financial goal of the District, but situations may arise that would require the District to ~~transfer~~ utilize funds set aside as an Operating Cash Reserve. Such ~~transfers~~ utilization would only be done with full disclosure to, and approval of, the Board of Trustees.

Agenda Item #8

Policy Second Reading

None

Agenda Item #9

Staff Recommendations for Approval

Agenda Item #9A

Activity Fee Allocations

MEMORANDUM

TO: Board of Trustees
FROM: Roger Browning
DATE: April 19, 2016
RE: FY17 Activity Fee Allocations

Annually, \$2 per credit hour for all tuition actually collected is returned to the colleges to support student activities. The Presidents annually recommend student activity fee allocations at LTC, OCC, and WVC. The activity fees for FCC go to support their bookstore rental program.

Attached is an analysis of these allocations and the recommendation for FY17. There are minimal changes from last year's recommendations. The allocation notes what percentage of each dollar will be turned over to an appropriate self-balancing account in the auxiliary fund.

Mr. Chairman, I request approval of the Activity Fee Allocations for FY17.

RB/akb

Attachment

ACTIVITY FEE ALLOCATIONS

	LTC					OCC					WVC				
	12-13	13-14	14-15	15-16	16-17	12-13	13-14	14-15	15-16	16-17	12-13	13-14	14-15	15-16	16-17
Alumni Association	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Athletics	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
Cheerleaders	-	5%	5%	5%	5%	-	-	-	-	-	5%	5%	5%	5%	5%
College Union	5%	-	-	-	-	-	-	-	-	-	20%	20%	20%	20%	20%
Student Testing	3%	-	-	-	-	4%	4%	4%	4%	3%	-	-	-	-	-
Intramurals	4%	5%	5%	5%	3%	-	-	-	-	-	-	-	-	-	-
Parking Maintenance	-	3%	3%	3%	4%	9%	9%	9%	9%	9%	-	-	-	-	-
Publications	10%	10%	10%	10%	8%	-	-	-	-	-	-	-	-	-	-
Soc Cul Act Team	-	-	-	-	-	8%	5%	5%	5%	3%	-	-	-	-	-
Special Events	3%	3%	3%	3%	4%	-	-	-	-	-	3%	3%	3%	3%	3%
Student Senate	15%	14%	14%	14%	12%	10%	10%	10%	10%	10%	12%	12%	12%	12%	12%
Special Projects	-	5%	5%	5%	7%	-	-	-	-	4%	16%	16%	16%	16%	16%
Natatorium	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Student Handbook	-	-	-	-	-	3%	3%	3%	3%	2%	-	-	-	-	-
Model United Nation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Child Care	-	-	-	-	-	19%	20%	20%	20%	20%	-	-	-	-	-
Food Services	12%	10%	10%	10%	12%	17%	19%	19%	19%	19%	14%	14%	14%	14%	14%
Sports Facility	18%	15%	15%	15%	15%	-	-	-	-	-	-	-	-	-	-
	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Agenda Item #9B

ATM Agreement for FCC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 19, 2016
RE: ATM Agreement for FCC

Fairfield National Bank has proposed to place an ATM at the Bobcat Den near the Frontier Perks Coffee House entrance. The lease would be for three years and Fairfield National Bank is responsible for all phone, electrical connection, and insurance.

I ask the Board's approval of this ATM site location agreement.

TLB/rs

Attachment

ATM Site Location Agreement

(Placement)

This Agreement is made and entered into effective _____, 20__ between FAIRFIELD NATIONAL BANK, P.O. Box 429, 220 E. Main Street, Fairfield, Illinois 62837, (“Owner”), and ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529/FRONTIER COMMUNITY COLLEGE, 233 East Chestnut Street, Olney, Illinois 62450 (“Landlord”).

- Equipment.** Owner owns an automated teller machine (“ATM”) and owns or has the right to utilize all software needed for the operation of the ATM. Landlord agrees that Owner may install, operate, and maintain Owner’s ATM at Landlord’s premises known as the Bobcat Den, 130 Market Avenue, Fairfield, Illinois 62837, (The “Premises”). Landlord shall provide such space at the Premises for the ATM as is necessary to enable customers to have unobstructed access to the ATM and for maintenance and servicing of the ATM.
- Availability.** Landlord agrees that the ATM shall at all times remain available for use by Landlord’s customers at the Premises during Landlord’s normal business hours for the term of this Agreement. Owner reserves the right to schedule reasonable downtime to accomplish necessary maintenance or system improvements.
- Rental.** Owner shall pay Landlord \$_____ as rent for the term of this Agreement, payable on execution. The receipt of lease rent paid in full is acknowledged.
- Phone & Electrical Requirements.** Owner shall, at its expense, provide and maintain a dedicated business dial-up telephone line or other data line for the ATM. Landlord shall, at its expense, provide one (1) dedicated operating electrical power outlet (110v) and electricity. Both the telephone line and electrical power outlet shall be within two (2) feet of the ATM site.
- Exclusivity.** Landlord shall not permit the removal of the ATM from the Premises, nor allow the placement of any other ATM’s on the Premises (whether inside or out), nor subscribe to any other data processing service for processing ATM transactions during the term of this Agreement, except as may be specifically approved by Owner in writing.
- Insurance Requirements.** Landlord agrees to use its best efforts to provide security against theft and to protect the ATM from damage, loss, theft, or destruction. Owner shall provide and maintain property insurance against loss, theft, damage, or destruction of the ATM in an amount not less than the full replacement value of the ATM. Landlord waives any rights of recovery against Owner or its processing providers arising from such loss, theft, damage, or destruction of the ATM. Owner shall have no liability to Landlord in the event of such loss, theft, damage, or destruction. The ATM, related software, and all cash kept in the ATM shall be the property of Owner, and Owner shall bear the risk of loss if the ATM, related software, or any cash is stolen or otherwise lost, damaged, or destroyed.
- Property Ownership or Lease Terms.** Landlord represents and warrants that it is the owner of the Premises or that it holds a lease or option to renew the lease for the Premises of equal or greater length than the initial 3-year term of this Agreement.
- Term.** This Agreement shall be for a term of three (3) years unless terminated by written agreement signed by both Owner and Landlord or terminated as set forth below. Upon the expiration of the initial term, this Agreement will automatically renew for subsequent additional terms of three (3) years each on the same terms and conditions as provided herein unless canceled by written notice as described below.
- Termination: Notice.** Either party may terminate this Agreement, effective sixty (60) days after giving written notice of intent to terminate to the other party as follows:

If to the Owner:

If to the Landlord:

President
Fairfield National Bank
220 E. Main Street
P.O. Box 429
Fairfield, Illinois 62837

Chief Executive Officer
Illinois Eastern Community College District #529
233 East Chestnut Street
Olney, Illinois

All notices hereunder shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States mail, first class postage fully prepaid, return receipt requested, addressed to Owner and Landlord at their respective addresses as listed below. Any party may change its address for notice in accordance with the terms of this paragraph.

10. **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, LANDLORD UNDERSTANDS AND AGREES THAT OWNER MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE ATM, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. OWNER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL SPECIAL OR INDIRECT DAMAGES THAT LANDLORD MAY INCUR. OWNER'S SOLE LIABILITY TO LANDLORD HEREUNDER, EXCEPT AS OTHERWISE PROVIDED, SHALL BE TO REMEDY ANY BREACH OF THIS AGREEMENT IN A TIMELY MANNER. Neither party will be liable for failure to perform its obligations under this Agreement if such failure is due to acts or events beyond such party's reasonable control.
11. **Not Assignable.** Landlord shall not assign or dispose of any of its rights or obligations under this agreement without prior written consent of Owner. This Agreement is binding on the successors and permitted assigns of the parties.
12. **Waiver.** A waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of that party's rights to otherwise demand strict compliance with this Agreement and any and all provisions hereof.
13. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. There are no other promises, representations, terms, conditions or obligations other than those contained herein. This agreement supersedes all prior communications, representations or agreements, oral or written, between the parties and shall not be modified except in writing signed by both parties.
14. **Controlling Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement.

OWNER

Fairfield National Bank

Legal Name

P.O. Box 429, 220 E. Main Street

Fairfield, Illinois 62837

Address

By: _____

Name/Title:

Date: _____

LANDLORD

Illinois Eastern Community College District #529/
Frontier Community College

Legal Name

233 East Chestnut Street

Olney, Illinois 62450

Address

By: _____

Name/Title:

Date: _____

Agenda Item #9C

Conferring of Honorary Degree

Agenda Item #9C

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 19, 2016
RE: Conferring of Honorary Degree

Lincoln Trail College wishes to confer an honorary Associate Degree in Broadband Telecom to Mr. Tracy Ready.

Mr. Ready graduated from East Richland High School, served in the U.S. Army, worked at Roadmaster, and then began a work career for General Telephone in Olney. As an employee of General Telephone, Mr. Ready was employed as a janitor, then equipment installer, then line technician, and eventually a Central Office Technician. He retired in the Spring of 2015.

Mr. Ready's involvement with Lincoln Trail College stretches back over a decade when he became a host family for LTC International Students. More than 20 students have stayed in his home and as a part of his Host Family, he attended numerous athletic events so that his International Students would be part of a campus and Robinson community. He has become a Statesman's Booster and only missed a few games due to ill health. In June of 2015, he made a substantial donation to the LTC Athletic Department.

Given Mr. Ready's experience in Telecommunications and his dedication to International Students, and the LTC Athletic Program, it is deemed appropriate that the Board of Trustees award Tracy Ready an Honorary Degree in Broadband Telecom.

I request that the Board of Trustees award an Honorary Degree in Broadband Telecomm.

TLB/rs

Agenda Item #9D

TV Streaming Agreement

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 19, 2016
RE: Radio/TV Streaming Agreement

Recognizing the financial pressures of IECC, President Matt Fowler and the Radio TV Department at WVC has suggested that the Radio TV Facility be aligned with Play On Sports. The Illinois High School Association (IHSA) has increased fees so that schools that stream games will not be able to do so without being part of Play On Sports. IECC would be prohibited from streaming a game if IECC were not a member of the Play On Sports network. However, being part of the network allows IECC access to all games that we cover, would generate advertising dollars associated with play offs, and IECC would not pay any rights fee for streaming.

IECC would initially sign up Mt. Carmel, Fairfield, Carmi, Olney, Lawrenceville, Hamilton County, and Red Hill. We hope to offer this to Indiana schools as we go forward.

The revenue stream is that IECC will receive \$200 for signing a new school. For each school that streams 5 events, \$300 per event. For each school that streams 10 events, \$250 per event. And for each school that streams 20 events, \$250 per event. High schools will sell viewing passes for the season and IECC will receive \$10.00 for each annual pass sold and \$5.00 for each season pass sold plus IECC will be able to sell our ads, as always. Without this Play On Sports agreement in place, IECC would have to pay \$1,750 in fees to the IHSA. As a member of Play On Sports, IECC will be exempt from these fees.

I ask the Board's approval of this Radio/TV Streaming Agreement with Play On Sports.

TLB/rs

Attachment

PlayOn! Sports Channel Partner Agreement

Referral Partner Name: _____

Referral Partner Phone
Number: _____

Effective Date: _____

Initial Term: _____

This CHANNEL PARTNER AGREEMENT ("Agreement") is entered into as of the Effective Date by and between 2080 Media, Ind. d/b/a PlayOn! Sports, with offices at 2835 Brandywine Road, Suite 102, Atlanta, Georgia 30341 ("PlayOn") and the channel partner specified above ("Channel Partner").

1. DEFINITIONS. As used in this Agreement and in addition to any other terms defined herein, the following defined terms will have the following meanings:

1.1. "Confidential Information" means information (in tangible or intangible form) that is provided to or obtained from one party hereto to the other party, and that is valuable to the disclosing party and not generally known by the public, but which does not rise to the level of a trade secret under applicable law.

1.2. "PlayOn Software" means PlayOn's proprietary systems including, without limitation, www.nfhsnetwork.com, the Customer's web portal profile pages, PlayOn! Manager, PlayOn! Producer, and all internal systems supporting the foregoing platforms.

1.3. "Intellectual Property Rights" means any and all rights to exclude existing from time to time in any jurisdiction under patent law, copyright law, moral rights law, trade-secret law, semiconductor chip protection law, trademark law, unfair competition law, or other similar rights.

1.4. "Proprietary Information" means individually and collectively Trade Secrets and Confidential Information.

1.5. "Trade Secrets" mean information (in tangible or intangible form) which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use, and includes any PlayOn Software and design documentation delivered hereunder, if any, in all forms.

1.6. "Live Sporting Event" means a varsity sporting event that is produced using at least one camera, overlay graphics, and a play by play announcer.

2. FEES.

2.1. In exchange for Channel Partner's provision of services to a PlayOn Customer, as described on Exhibit A, PlayOn will pay to Channel Partner a "Services Fee" as outlined in [Exhibit A](#).

2.2. Channel Partner will be entitled to Fee for each PlayOn Customer licensing PlayOn Software who first learned of PlayOn Software through Channel Partner (a "Qualified Referral"). Channel Partner will not be entitled to Fees if the Customer had been previously identified by PlayOn or is associated with another Channel Partner or other sales channel. PlayOn will determine, in its sole discretion, whether a Customer is a Qualified Referral.

2.3. Channel Partner is not entitled to make representations regarding the characteristics, capabilities or performance of the PlayOn Software; or hold itself out to be a representative, partner or distributor of PlayOn. Channel Partner must use all PlayOn

marks in a manner consistent with PlayOn's corporate identity guidelines, as may be amended from time to time, and must exercise at least the same standard of care to protect PlayOn's intellectual property, copyright and trademarks as it does with its own intellectual property, copyright and trademarks.

3. CONFIDENTIALITY.

3.1. Each party will hold in confidence and, without the consent of the other party, will not use, reproduce, distribute, transmit, transfer, or disclose, directly or indirectly, in any form, by any means, or for any purpose, the Proprietary Information of the other party. The recipient of Proprietary Information may only disclose the Proprietary Information to its employees and independent contractors who (i) have a need to know such information in connection with performing under this Agreement, and (ii) are obligated to written terms of non-disclosure protecting such Proprietary Information. Without limiting the foregoing, the recipient of Proprietary Information will exercise at least the same standard of care in protecting the confidentiality of the other party's Proprietary Information as it does with its own Proprietary Information, but in no event less than reasonable care.

3.2. All Proprietary Information, except as provided below, disclosed to the other party shall be marked as confidential if in writing or identified as confidential at the time disclosure if conveyed orally. Notwithstanding the foregoing, Channel Partner agrees that any Proprietary Information in whatever form relating to the design, functionality, operational methods or coding of or relating to the PlayOn Software, shall be deemed the Proprietary Information of PlayOn.

3.3. Each party's obligations under this Section shall not apply to proprietary information which: (i) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (ii) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such proprietary information without restriction; (iv) is independently developed by the receiving party without resort to the disclosing party's proprietary information; or (v) is required by law or judicial order to be disclosed, provided that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective order and in that if such order cannot be obtained disclosure may be made without liability. Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Proprietary Information or, at the disclosing party's option, shall destroy all such Proprietary Information as the disclosing party may designate.

3.4. The obligations of the recipient of Proprietary Information under this Agreement with regard to the Trade Secrets of the other party remain in effect for as long as such information remains a trade secret under applicable law. The recipient's obligations with regard to Confidential Information of the other party shall remain in effect during the term of this Agreement and for five (5) years

after the expiration or termination for any reason hereof. Notwithstanding the foregoing, any previously executed Nondisclosure Agreement between Customer and PlayOn having nondisclosure provisions shall continue in full force and effect; to the extent of any inconsistency or ambiguity between such agreement and this Agreement, this Agreement shall govern and control in all respects.

4. RIGHTS AND RESPONSIBILITIES.

4.1. Channel Partner will promptly forward to PlayOn any and all qualified leads. Leads must have completed a qualification form in the form attached hereto at Exhibit B to be eligible to be recognized as a Qualified Referral. PlayOn will notify Channel Partner within fifteen (15) business days of receiving a qualified lead if it is considered a Qualified Referral.

4.2. Channel Partner shall comply with all statutes, rules and regulations, and orders of governmental bodies and regulatory agencies applicable to it, including relevant state insurance regulations.

4.3 PlayOn retains the right to syndicate all content that is created or produced by PlayOn and/or the Qualified Referrals, or by Channel Partner at the request of PlayOn or a Qualified Referral, in-part or in-whole, to any distribution platform ("Client Content"). Channel Partner hereby disclaims all right, title, and license to any Client Content unless otherwise provided in writing by PlayOn.

5. TERM AND TERMINATION.

5.1. Unless terminated earlier, this Agreement shall automatically renew on the first anniversary of the Effective Date hereof for additional one-year terms, unless one party provides ten business days' notice of an intention not to renew. PlayOn reserves the right to terminate this Agreement if PlayOn determines, in its sole discretion, that PlayOn's business interests are being harmed by the association with Channel Partner.

6. NON-SOLICITATION. During the term of this Agreement and for two (2) years after the termination of this Agreement, a party shall not, directly or indirectly, i.) induce or attempt to induce any employee of the other party to leave the employer thereof, or ii.) communicate with or attempt to communicate with any employee or agent of any Qualified Referral for the purpose of selling any product or service to such Qualified Referral that directly or indirectly competes with any product or service sold by PlayOn. Each party acknowledges that in the event that it breaches this obligation, the other party will suffer irreparable harm for which no adequate remedy at law exists.

7. INDEMNIFICATION; DISCLAIMERS OF LIABILITY.

7.1 Channel Partner shall indemnify and defend PlayOn and each of its directors, officers, shareholders, employees and agents and hold each of them harmless, to the fullest extent permitted by law, from and against any and all claims, liabilities, losses, damages and expenses (including attorneys' fees and costs) as they are incurred that are directly or indirectly related to or otherwise incurred in connection with Channel Partner's bad faith, gross negligence or willful misconduct, any violation by Channel Partner of Federal or state laws caused by Channel Partner or any breach by Channel Partner of this Agreement. PlayOn shall indemnify and defend Channel Partner and hold Channel Partner harmless, to the fullest extent permitted by law, from and against any and all claims, liabilities, losses, damages and expenses (including attorney's fees and costs) as they are incurred that are directly or indirectly related to or otherwise incurred in connection with PlayOn's bad faith, gross negligence or willful misconduct, any

violation of Federal or state laws caused by PlayOn or any breach of this Agreement.

7.2 NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE CONCERNING THE PLAYON SOFTWARE OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, THE EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT IS EITHER PARTY LIABLE OR OBLIGATED IN ANY MANNER FOR ANY SPECIAL, INCIDENTAL OR EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF DATA, LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF THE SERVICE) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN ANY AMOUNT OF DAMAGES EXCEEDING THE AMOUNT PAID AND OWED TO CHANNEL PARTNER HEREUNDER

8. MISCELLANEOUS. In the event that either party's performance is delayed, prevented, obstructed or inhibited because of any act of nature, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer network or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party. Channel Partner shall not assign or otherwise transfer all or any or of its rights, obligations or interest under this Agreement without the written consent of PlayOn, and any attempt to do so shall be void and of no force or effect for any purpose whatsoever and shall constitute a breach of this Agreement. The failure of either party to insist upon the performance of any provision herein or to exercise any right or privilege granted to it hereunder, will not be construed as a waiver of such provision or any provisions herein, and the same will continue in full force. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered a condonement of any continuing or subsequent breach of the same provision. The Agreement will be governed by and interpreted in accordance with the internal laws of the state of Georgia, excluding its conflict of law rules. This Agreement, together with the exhibits attached hereto which are hereby incorporated herein, sets forth the entire agreement between the parties relating to the subject matter hereof, and supersedes any and all prior agreements of the parties with respect to the subject matter hereof. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the duly authorized representatives of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and made effective as of the Effective Date.

PlayOn! Sports

SIGNATURE: _____

NAME: _____

TITLE: _____

Channel Partner

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

EMAIL: _____

CELL: _____

Please email (patrick.euart@playonsports.com) or fax (404-930-3199) back signed copy to PlayOn! Sports.

EXHIBIT A
COMMISSION FORM

Event Incentive Plan: Independent Rep (IR) Offer

New Schools

- IR will be signing schools to the Consumer Subscription Plan
- \$200 – When the school is closed
 - A school is “closed” once they have signed the Participation Agreement, been trained on our software (both Manager and Producer) and produced their first Live Sporting Event
- \$300 – Upon school completing five (5) Live Sporting Events
- \$250 – Upon school completing ten (10) Live Sporting Events
- \$250 – Upon school completing twenty (20) total Live Sporting Events

***Events produced by the school’s publisher count toward the event ratchet plan; excluded from the event ratchet plan are any events produced under the state’s Association publisher (i.e.: in the rare case that a school produces a playoff game that does not involve their own school)*

Selling Subscription Passes

- For schools that are on the School Broadcast Program (SBP), IR will have the ability to help each school sell Discount Annual Passes (DAPs) and Discounted Season Passes (DSPs) at their school
- IR will earn \$10/pass for each DAP sold
- IR will earn \$5/pass for each DSP sold

Territory

- IR has non-exclusive access to sign up schools in _____

Payment

- PlayOn will pay out for new schools closed on a monthly basis
- PlayOn will pay out for events produced on a monthly basis
- PlayOn will calculate the funds to be disbursed to IR for subscription sales on a quarterly basis on the following dates: March 31st, June 30th, September 30th, and December 31st. Funds will be disbursed within 30 days of these dates

EXHIBIT B

**LEAD
QUALIFICATION
FORM**

This form enables Channel Partner to log a sales lead with PlayOn. This form must be approved by PlayOn before it becomes effective and covers the situation in which you wish to facilitate a sale by PlayOn to a nominated account and to log this with PlayOn to ensure that PlayOn or another representative is not already active in this account.

Corporate and Account Contact Information – please provide at least one decision-maker level contact.

Account Contact and Position	
School	
City, State,	

Account Contact and Position	
School	
City, State,	

Account Contact and Position	
School	
City, State,	

Account Contact and Position	
School	
City, State,	

Account Contact and Position	
School	
City, State,	

Channel Partner:

Lead Accepted For PlayOn by:

Authorized Signature

Authorized Signature

Print Name

Print Name

Date

Date

Please email (Patrick.euart@playonsports.com) or fax (404-930-3199) back signed copy to PlayOn! Sports.

Agenda Item #9E

Letter of Commitment for Apprenticeship Training ICATT Agreement

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 19, 2016
RE: Letter of Commitment for Apprenticeship Training

The Chicago based German American Chamber of Commerce of the Midwest, Inc. wishes to develop a dual apprenticeship program with area industry. Mike Sullivan is the District Office Coordinator of the Apprenticeship Initiative Grant and he has worked with the German American Chamber of Commerce to develop the Advanced Technical Training Program to help area businesses cultivate local talent for employment.

OCC Dean Jeff Cutchin and Mike Sullivan have worked with local manufacturers and high schools to identify apprenticeship opportunities and place students for the Summer/Fall 2016 semesters. Students will take part in 8-week blocks where they will work with the manufacturers for designated times and then rotate to coursework in the IECC Industrial Maintenance Program. Initial enrollment will be between 12 and 14 students.

I ask the Board's approval of the attached letter of commitment for the Illinois Consortium for Advanced Technical Training.

TLB/rs

Attachment

Name
Company
Address

Re: Illinois Consortium for Advanced Technical Training | ICATT

Letter of Commitment

Program Overview:

The Illinois Consortium for Advanced Technical Training (ICATT) is an innovative and industry-led approach to education. Benchmarked on the German Dual Education System, this program is an educational model developed in conjunction with technology leaders, and will combine practice, theory and work to train a globally competitive workforce by:

1. Using industry-defined competencies and requirements as well as a standardized curriculum (according to the German "Training Profile" in the respective occupation) to create highly-skilled, capable, and readily employable graduates.
2. Creating an accredited program, in which students receive German DIHK/AHK certification along with an associate degree and other accreditations.
3. Offering an economically feasible pathway to education in which employers provide tuition reimbursement, school stipends, and an increasing hourly wage for the duration of the training.
4. Allowing companies to "grow their own" employees and ensure their own professional competency standards by being directly involved in the education/training process.

The proposed Program may be further defined and structured by subsequent agreements to be mutually agreed upon by the Steering Committee. Except as otherwise expressly provided in this Letter, no Partner shall have any liability to the other Partners relating to the Program. As herein, Partners are comprised of members of the Steering Committee and participating employers.

1. Basic Structure of ICATT Program / General Terms & Conditions

- Block-style training, alternating between multi-week blocks at the company and 8 week blocks at the participating college, OR
- alternating in the following way: 2 days college 3 days training at company during the academic year
- Classroom and lab training provided by local community college
- Standardized curriculum leading to an Associate's Degree and based on internationally recognized German standards adapted to US requirements and company needs and approved by GACC Midwest
- Performance-based reporting system aligned with standardized outcomes

Trainee profile:

- Minimum High School diploma or equivalent
- Previous exposure to or work experience in manufacturing environment preferable (Project Lead the Way participants, coop or internship experience a plus)
- Interest and aptitude for STEM career
- Further definitions can be added by the Steering Committee

a. Steering Committee Role

- i. The Steering Committee consist of members from employers, the participating college and the German American Chamber of Commerce of the Midwest, Inc. (GACC Midwest)
- ii. Other parties may be added to the Steering Committee upon majority approval of the Steering Committee
- iii. The Steering Committee is responsible for defining and directing the strategic direction of the Illinois Consortium for Advanced Technical Training (ICATT) program.
- iv. The Steering Committee shall approve and release the relevant program standards (e.g. structure, relevant processes, and process supporting instruments, fees).
- v. The Steering Committee will establish examination committees per occupation offered in the ICATT program.
- vi. The Steering Committee will establish its own rules and regulations.

b. Participating College Role

- i. The College will make experts available to the Steering Committee during the program who will attend and participate in periodic meetings. College shall make available to the steering committee at least one (1) identified person who will be responsible for organizing, establishing, implementing, and executing all activities and processes for the development and implementation of all college relevant curricula and college assignments.

- ii. College shall make available to the Steering Committee any and all relevant persons to discuss college relevant program components (competency evaluation processes, testing model and materials, teaching instruction, etc.) for the remainder of the program.
- iii. College shall support the program marketing campaign by participating in the marketing development efforts (if needed), including video and in-person marketing elements.
- iv. Any materials and curriculum provided by GACC Midwest are to be used in conjunction with the ICATT program and not any other training program and/or apprenticeship.

c. Additional Partner Organizations

- i. Additional partner organizations will be invited by the Steering Committee as non-voting members to support the program including but not limited to:

- Illinois Manufacturers Association
- Golden Corridor Advanced Manufacturing Partnership (GCAMP)
- Illinois Pathways / Manufacturing STEM Learning Exchange
- Local High School Districts (211 / 214 / others)
- Illinois Department of Employment Security
- IL Department of Commerce & Economic Opportunity
- World Business Chicago
- US Department of Labor
- Joyce Foundation

2. **Termination.** Except for the provisions set forth in paragraphs 1.b. vi, 1.b.vii and 2 through 12, each Partner reaffirms its intention that this Letter as a whole, and paragraph 1 in particular, is not intended to constitute, and does not constitute, a legal and binding obligation, contract or agreement between the Partners, and is not intended to be relied upon by any person or Partner as constituting such. Accordingly, the Partners agree that any Partner may unilaterally withdraw from this arrangement with the others at any time for any or no reason at the withdrawing Partner's sole discretion after thirty (30) days written notice to all Partners. After giving the required notice any Partner wishing to terminate its involvement or withdraw from the arrangement shall immediately take all reasonable steps to wind down its involvement and provide for a smooth transition with the other Partners.

3. **Expenses.** Each Partner agrees to pay its own fees and expenses incurred in connection with this Letter and the Program, whether or not consummated.

4. **GACC Midwest Disclaimer.** In the event this Letter and the arrangement between the Partners are terminated for any reason, GACC Midwest shall not have any liability for any liabilities, losses, damages (whether special, incidental or consequential), costs or expenses that may be incurred by any Partner, or any other person or entity.
5. **Notices.** Any notice or other communication in connection with this Letter shall be in writing and e-mailed, or mailed by first class mail, postage prepaid, or sent by express, overnight courier to the respective Partner at the physical or e-mail addresses of the Partners as set forth below:

In the event of notice to GACC Midwest:

German American Chamber of Commerce
of the Midwest, Inc.
Mario Kratsch
321 North Clark Street, Suite 1425
Chicago, Illinois 60654-4714
Phone: (312) 494-2171 | Fax: (312) 644-0738
www.gaccmidwest.org / kratsch@gaccmidwest.org

In the event of notice to College: CONTACT INFO

6. **Governing Law.** This Letter shall be governed and construed in accordance with the laws of the State of Illinois, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Cook County, Illinois, USA.
7. **Severability.** All of the clauses of this Letter are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Letter.
8. **Assignment.** No Partner may assign this Letter or any of the rights and obligations under this Agreement without the prior written consent of the other Partners. This Letter shall be binding upon and inure to the benefit of the Partners to this Agreement and their respective permitted successors and assigns.

9. **Complete Agreement.** This Letter sets forth the entire agreement between the Partners concerning the subject matter of this Agreement and it supersedes any prior written or oral agreements thereon and this Letter may not be amended or modified except by subsequent agreement in writing signed by duly authorized representatives of the Partners.

10. **No Third Party Beneficiaries.** No person or entity, of any kind or nature, other than the Partners to this Letter, is intended to be a beneficiary of any provision of this Letter.

11. **Authority.** The persons signing below represent and warrant that they are authorized to sign on behalf of their respective Partner.

12. **Counterparts; Facsimile/PDF Signatures.** This Letter may be signed in counterparts and delivered by facsimile or by pdf, and in any such circumstances, shall be considered one document and an original for all purposes. Reproductions of this executed original, with reproduced signatures, shall be deemed to be original counterparts of this Agreement.

If the foregoing is acceptable to College please indicate your agreement by signing and returning to us one fully executed copy of this Letter at your earliest convenience.

We look forward to hearing from you.

Sincerely,

GACC Midwest

By: _____

Title: _____

Date: _____

**AGREED TO AND ACCEPTED:
Participating College**

By: _____

Title: _____

Date: _____

Agenda Item #9F

Business Associate Agreement (Affiliation Agreement) with Aperion Care of Olney

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 19, 2016
RE: Business Associate Agreement (Affiliation Agreement) with Aperion Care

IECC wishes to enter into a Business Associate Agreement with Aperion Care of Olney, also known as Burgin Manor, located in Olney, Illinois.

This business associate agreement is for the Frontier Community College CPR course.

I ask the Board's approval of this business associate agreement.

TLB/rs

Attachment

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made effective the 1 day of

February 2016, by and between Aperion Care of Olney/dba Burgin Manor (hereinafter referred to as the "Covered Entity") an _____ (hereinafter referred to as "Business Associate") (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

HEREAS, in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Department of Health and Human Services have promulgated the federal Standards for the Protection of individually Identifiable Health Information, 45 C.F.R. Pans 160 and 164, (the "Privacy Standards"), the HIPAA Security Standards Regulations (the "Security Standards") *see* 45 C.F.R. Parts 160, 162 and 164, and the Health Information Technology for Economic and Clinical Health Act, which is at Section 13400, *et seq.* of the American Recovery and Reinvestment Act of 2009 ("ARRA"), and guidance promulgated thereunder ("HITECH") (collectively, HIPAA, the Privacy Statements, the Security Statements, ARRA and HITECH, are referred to as the "HIPAA Privacy and Security Standards"):

WHEREAS, contemporaneously herewith, the Parties have entered into an agreement whereby the Business Associate shall provide certain services for or on behalf of the Covered Entity ("Service Agreement");

WHEREAS, pursuant to such Service Agreement, the Covered Entity, from time to time, will disclose Protected Health Information ("PHI") as defined in this Agreement to the Business Associate, and the Business Associate, from time to time, will use, access, create and/or maintain PHI, and/or electronically transmit PHI; and therefore, Business Associate will be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Standards; and

WHEREAS, both Parties are committed to complying with HIPAA. and the Parties agree to enter into this mutually acceptable Agreement as necessary to so comply.

NOW THEREFORE, in consideration of the Parties' continuing obligations under the Service Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. Terms.

- a) Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy and Security Standards. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy and Security Standards, as amended, the HIPAA Privacy and Security Standards shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy and Security Standards, but are nonetheless permitted by

the HIPAA Privacy and Security Standards, the provisions of this Agreement shall control. The terms of this Agreement are hereby incorporated into and made a part of the Service Agreement. To the extent of any conflict between the terms of this Agreement and the Service Agreement, the terms of this Agreement shall control.

- b) The term "Protected Health Information", with regard to this Agreement, means information, including demographic information created by a health care provider, health plan, health care clearinghouse, or employer which is disclosed by Covered Entity to Business Associate or which is created or received by Business Associate on behalf of Covered Entity and which:
- l. Relates to the past, present, future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - n. Identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- c) Business Associate acknowledges and agrees that all Protected Health Information that is disclosed by Covered Entity or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

2. Confidentiality Requirements.

- a) Business Associate shall take all actions necessary to protect the confidentiality of the Protected Health Information pursuant to the

provisions of the HIPAA Privacy and Security Standards and applicable state law. Business Associate shall take all actions to protect Protected Health Information which are required to be taken by Covered Entity. Business Associate shall comply with those policies and procedures adopted by Covered Entity from time to time which comply with the HIPAA Privacy and Security Standards. Each Party represents and warrants to the other that it has reviewed the HIPAA Privacy and Security Standards and has implemented policies and procedures to comply with the HIPAA Privacy and Security Standards. Each party further represents and warrants that it has implemented safeguards with respect to both its physical facilities and computer systems which will protect the integrity and confidentiality of the Protected Health Information in accordance with the HIPAA Privacy and Security Standards. Business Associate shall not use or further disclose the Protected Health information other than as permitted or required by this Agreement or as required by law. Business Associate agrees:

- 1. To use or disclose any Protected Health Information solely as required by applicable law, rule or regulation, or as otherwise permitted under this Agreement;**
- ii At termination of this Agreement, the Service Agreement, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information disclosed to Business Associate by Covered Entity or created by Business Associate for or on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; provided, however, that in all cases Business Associate shall upon request of Covered Entity provide Covered Entity with copies of the Protected Health Information prior to any destruction thereof; and**
- 111. To ensure that its agents, including a subcontractor, to whom it provides Protected Health Information disclosed to Business Associate by Covered Entity or created by Business Associate for or on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that the acts**

or omissions of its employees do not cause Business Associate to breach the terms of this Agreement, including, without limitation, requiring each subcontractor to execute a written agreement with Business Associate which is substantially similar to this Agreement.

- b) If the above notwithstanding, Business Associate may use and disclose Protected Health Information disclosed to Business Associate by Covered Entity or created by Business Associate for or on behalf of Covered Entity. If such disclosure is necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided:**
- a) Such disclosure is required by law; or**
 - b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will be kept confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached:**
 - c) Business Associate shall make available to the Secretary of the U.S. Department of Health and Human Services, its internal practices, books and records relating to Business Associate's use and disclosure of Protected Health Information.**
 - d) Business Associate shall promptly report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. Section 164.410. Business Associate shall provide Covered Entity with all information requested by Covered Entity regarding such a disclosure or use, including, without limitation, the nature of the disclosure or use, the specific Protected Health Information affected, the identity of the persons involved with such disclosure or use, the efforts taken by Business Associate to mitigate any damages caused by the disclosure or use, any disciplinary action taken by the Business Associate, and the actions which Business Associate has taken or will take to prevent a reoccurrence.**

- 3. Business Associate's Responsibilities Regarding Availability of Protected Health Information.**
- a) **In the event a Business Associate is requested to provide access to an individual's Protected Health Information disclosed to Business Associate by Covered Entity or created by Business Associate for or on behalf of Covered Entity, for purposes of inspection or copying in accordance with 45 C.F.R. Section 164.524, Business Associate shall, if the request is not conveyed by the Covered Entity, notify Covered Entity within five (5) days of such request. Such notification shall include the date such request was made, the identification of the individual and the content of such request. Business Associate agrees to make available to Covered Entity within ten (10) days of such request, all Protected Health Information disclosed to Business Associate by Covered Entity or created by Business Associate for or on behalf of Covered Entity, in its custody which Covered Entity reasonably believes will satisfy such individual's request. Covered Entity shall be responsible for the disclosure to the individual, and Business Associate shall not make such disclosure directly.**
- b) **In the event an individual requests an amendment be made to his or her Protected Health Information disclosed to Business Associate by Covered Entity or created by Business Associate for or on behalf of Covered Entity, Business Associate shall, if the request for such amendment is not conveyed by the Covered Entity, notify Covered Entity within five (5) days of such request. Such notification shall include the date such request was made, the identification of the individual and the content of such request and the reason individual believes an amendment is appropriate. Business Associate agrees to make available to Covered Entity within ten (10) days of such request, all Protected Health Information disclosed to Business Associate by Covered Entity or created by Business Associate for or on behalf of Covered Entity in its custody.**

Covered Entity reasonably believes will satisfy such individual's request. Covered Entity's in its sole discretion shall determine the accuracy of such Protected Health Information and whether such requested amendment shall be made. Business Associate agrees to incorporate any amendments to Protected Health Information as requested by Covered Entity in accordance with the requirements of 45 C.F.R. Section 164.526.

- c) Business Associate agrees to make available to Covered Entity, all Protected Health Information in its custody Covered Entity reasonably believes will satisfy an individual's request for an accounting of the disclosures of the individual's Protected Health Information in accordance with 45 C.F.R. Section 164.528. If such a request for accounting is conveyed to the Business Associate by an entity other than the Covered Entity. Business Associate shall notify Covered Entity within five (5) days of such request. Such notification shall include the date such request was made and the identification of the individual. Business Associate agrees to make Protected Health Information and all information regarding disclosures which must be included in an accounting pursuant to 45 C.F.R. Section 164.528 available to Covered Entity, within ten days (10) of receipt of request from Covered Entity. Business Associate shall record all disclosures of Protected Health Information which it makes other than those for the treatment, payment and health care operations of Covered Entity. Business Associate shall provide a report of all such disclosures to Covered Entity upon request.**
- d) The Business Associate also shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the HIPAA Privacy and Security Standards. In particular, the Business Associate shall comply with the HIPAA Privacy and Security Standards provisions at 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316 relating to the implantation of administrative, physical and technical safeguards with respect to electronic PHI in the same manner that such provisions apply to a HIPAA covered entity. The Business Associate also shall comply with any additional HTPAA Privacy and Security Standards requirements contained in HITECH that are applicable to covered entities.**
- e) Where possible, the Business Associate shall secure PHI in accordance with Section 13402(h) of ARRA and the related regulations at 45 C.F.R. Part 164, subpart D, as well as any guidance issued by the Secretary of Health and Human Services ("Secretary") that specifics secure technologies and methodologies, such that "Unsecured PHI" is not maintained by the Business Associate.**

4. Term and Termination.

- a) **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 4.
- b) **Termination for Cause by the Covered Entity.** Covered Entity may immediately terminate this Agreement and any Service Agreement' if Covered Entity determines that the Business Associate has breached a material term of this Agreement Alternatively. Covered Entity may choose to: (i) provide Business Associate with written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure said alleged material breach within thirty days. Nonetheless, in the event that Business Associate cannot cure said breach to the satisfaction of Covered Entity within thirty days, or if the breach was a disclosure or use of protected information which cannot be reversed, then Covered Entity shall have the right to immediately terminate this Agreement and the Service Agreement, if any.

5. Termination for Cause by Business Associate. In accordance with Section 13404(b) of ARRA, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of this Agreement, Business Associate shall provide the Covered Entity with a reasonable opportunity to cure the breach or terminate this Agreement and the Service Agreement if cure is not feasible. If termination is not feasible, Business Associate shall report the violation to the Secretary.

6. Reporting.

- a) The Business Associate shall immediately report (within no longer than five (5) business days of becoming aware thereof) to the Covered Entity's Privacy Officer any use and/or disclosure of PHI that is not permitted by this Agreement of which it becomes aware, including instances in which an agent or subcontractor has improperly used or disclosed PHI.
- b) The Business Associate also shall immediately report (within no longer than five (5) business days of becoming aware thereof) to the Covered Entity's Security Officer any Security Incident involving electronic PHI of which it becomes aware.
- c) To the extent that any such reportable occurrence involves a breach of Unsecured PHI, the parties shall provide notice to impacted individuals, the media and the Secretary in the time and manner required by Section 13402 of ARRA and 45 C.F.R. Sections 164.404,406 and 408.
- d) Business associate shall provide the following information to the Covered Entity:
 - (1)the identity of each individual whose Unsecured PHI has been, or is

reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during the Breach, and (2) any particular information regarding the Breach that the Covered Entity would need to include in its notification, with such particular information identified in Section 13402(t) of ARRA and 45 C.F.R. Section 164.404. The Business Associate also shall cooperate with the Covered Entity to conduct any risk assessment necessary to determine whether notification of breach is required, and maintain any records related to such Breach.

- e) Any annual Breach notification to the Secretary, as required under Section 13402(e) of ARRA, shall be provided by the Business Associate, unless the Covered Entity notifies the Business Associate in writing that it will provide such notice. Within 30 days after the close of the calendar year, the Business Associate shall notify the Covered Entity in writing if it is required to provide annual Breach notification to the Secretary, and if so, it shall provide before it is provided to the Secretary. The Business Associate shall maintain complete records related to any such annual notification.
- f) A Breach shall be treated as discovered as of the first day that the Business Associate (including its employees, workforce members, officers or agents, except the person who committed the breach) knows of, or should reasonably have known of such Breach. For purposes hereof, the terms "Breach" and "Unsecured PHI" shall have the same meaning given those terms under 45 C.P.R. Section 164.402.

7. **Indemnification.** Each Party (the "Indemnifying Party") shall defend, indemnify, and hold the other Party (the "Beneficiary"), its shareholders, directors, agents, representatives, employees, affiliates, and subsidiaries harmless from and against any and all losses, claims, damages, expenses, or liabilities, joint or several (including reasonable attorneys' fees and court costs), to which the Beneficiary, its agents, representatives, employees, and affiliates may become subject arising out of the Indemnifying Party's (i) breach of its obligations under this Agreement; or (ii) violation of HIPAA and/or any regulation promulgated pursuant to HIPAA including any HIPAA Privacy and Security Standards. Accordingly, the Indemnifying Party shall reimburse the Beneficiary for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon the Beneficiary by reason of any suit, claim, action, proceeding or demand by any third party which results from the Indemnifying Party's breach hereunder. This provision shall survive the expiration or termination of this Agreement for any reason. The Indemnifying Party shall settle not any such matter without the Beneficiary's consent, which shall not be unreasonably withheld, and provided further that in no circumstance shall a Beneficiary be compelled to approve a settlement for which the Beneficiary is required to make a payment or through which the Beneficiary is subject to any other sanction, mandated action, or prohibition.

- 8. **Audit Rights.** Covered Entity shall have the right, upon reasonable notice and during regular business hours, to audit Business Associate's compliance with

the terms of this Agreement. The audit rights shall include the right the review Business Associate's procedures to ensure the confidentiality of Protected Health Information, the training conducted by Business Associate to instruct its workers on the privacy requirements of HIPAA, the records kept by Business Associate to instruct its workers on the privacy requirements of HIPAA, the records kept by Business Associate with regards to uses and disclosures of Protected Health Information under the Service Agreement, and governmental review of a Business Associate's compliance with HIPAA privacy requirements as related to the Service Agreement.

9. **Miscellaneous.**

- a) **Third-Party Rights.** This Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either party to create or establish a third-party beneficiary status or rights in a third party to this Agreement.
- b) **Entire Agreement.** This Agreement supersedes any prior agreements, promises, negotiation or representations, either oral or written, relating to the subject matter of this Agreement and, except as provided for herein, may not be modified without the express written approval of both parties.
- c) **Survival.** The obligations of Business Associate under Section 2, 3, 6, 7 and 8 of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.
- d) **Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and permitted assigns. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- e) **Nature of Relationship.** It is mutually understood and agreed that the parties are at all times acting and performing as independent contractors. Neither party is the agent or representative of the other, nor shall either party have any express or implied right or authority to create any obligation of or in the name of the other party.
- f) **Governing Law.** This Agreement shall be governed by and construed in accordance with the applicable federal laws and regulations and the laws of the State of Illinois without regard to its conflict of laws principles.

- g) **Waiver.** No change, waiver or discharge of liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation. or shall prohibit enforcement of any obligation, on any other occasion.
- h) **Minimum Standard.** The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use of disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health information.
- i) **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable. the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy and Security Standards, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty (30) day period, the Agreement fails to comply with the HIPAA Privacy and Security Standards, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party.
- j) **Force Majeure.** Neither party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war accidents, fires, explosions, earthquake, flood, failure of transportation, strikes of other work interruptions by either party's employees or any other cause beyond the reasonable control of either party.
- k) **Notices.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or sent by fax with a copy sent by overnight courier, addressed as follows:

If to Covered Entity: _____

Attention:

If to Business Associate: _____

Attention:

or to such other address, and to the attention of such other person or officer as either party may designate.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names by the undersigned officers, the same being duly authorized to do so.

COVERED ENTITY:

By: _____
Name: _____
Title: _____
Date: _____

BUSINESS ASSOCIATE:

By: _____
Name: _____
Title: _____
Date: _____

Agenda Item #9G

Affiliation Agreements

Flora Health Care and Rehab – Associate Degree Nursing

Bedwell Eyecare Center – Medical Office Assistant - OCC

Office of Dr. Rachel Winters – Certified Medical Assistant - LTC

Effingham Obstetrics & Gynecology – Certified Medical Assistant - LTC

Sikorski Chiropractic – Electronic Medical Records - LTC

Heritage Health - Electronic Medical Records - LTC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: April 19, 2016
RE: Affiliation Agreements

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

IECC wishes to enter into affiliation agreements with the following facilities:

Flora Health Care and Rehab – Associate Degree Nursing
Bedwell Eyecare Center – Medical Office Assistant – OCC
Office of Dr. Rachel Winters – Certified Medical Assistant – LTC
Effingham Obstetrics & Gynecology Associates – Certified Medical Assistant –LTC
Sikorski Chiropractic Clinic – Electronic Medical Records – LTC
Heritage Health – Electronic Medical Records – LTC

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

TLB/rs

Attachments

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of May, 2016 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, OLNEY CENTRAL COLLEGE ASSOCIATE DEGREE NURSING/PRACTICAL NURSING CERTIFICATE PROGRAM (offered at Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College), hereinafter referred to as DISTRICT #529 and

Flora Health Care and Rehab, Flora, IL 62839
(Agency) (City) (State) (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

6. The faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Nursing Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Faculty member of DISTRICT #529 participating in the program will arrange

with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing Faculty member to any clinical area.

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

8. The AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the Director of Nursing Service, on behalf of the AGENCY, and by the Department Head and/or Associate Dean, on behalf of DISTRICT #529.

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

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

11. Nursing Faculty and nursing students shall be covered by liability insurance prior to any assignment for practice at the AGENCY.

12. Nursing Faculty and nursing students are responsible for health care costs related to incidents occurring in the clinical agencies.

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

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

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

AGENCY: Flora Healthcare and Rehab

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529, OLNEY CENTRAL COLLEGE
ASSOCIATE DEGREE NURSING/PRACTICAL
NURSING CERTIFICATE PROGRAM:

Vice President or
Director of Nursing Services

Department Head of Nursing

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Olney Central College

Chairman, IECC Board of Trustees

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

Adopted: 03/12

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE
MEDICAL OFFICE ASSISTANT PROGRAM**

AGENCY AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: OLNEY CENTRAL COLLEGE for its Medical Office Assistant and Medical Coding Programs. (hereinafter referred to as OLNEY CENTRAL COLLEGE) and BEDWELL EYECARE CENTER. (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available for medical office assistant and medical coding internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Coordinator of the Medical Office Careers Programs on behalf of OLNEY CENTRAL COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.
3. OLNEY CENTRAL COLLEGE Program Coordinator will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the OLNEY CENTRAL COLLEGE Program Coordinator. The Program

Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard to safety, health and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The OLNEY CENTRAL COLLEGE Program Coordinator will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. This process will be cleared through the OLNEY CENTRAL COLLEGE Program Coordinator who will remove the student(s) from the internship.

5. OLNEY CENTRAL COLLEGE will send only students and or faculty who are believed to be in good health at the time of reporting for their internship. Prior to student participation in an internship, OLNEY CENTRAL COLLEGE shall provide student with requirements of the AGENCY. All requirements are to be completed and documentation provided to the AGENCY before the internship will be approved by the AGENCY. Faculty entering the AGENCY will be expected to meet the same requirements.

MMR (mandatory)

Varicella (vaccine, proof of illness from physician or titer) (mandatory)

TDAP (mandatory)

Hepatitis B (recommended, not mandatory)

Flu (mandatory if student will be in the Clinical Facility between October 1st – March 31st)

TB Test (Negative result-PPD or CXR) (mandatory)

Will be required annually from the date of the first skin test

For all past skin test reactors medical documentation of completion of an adequate course of therapy or a medical statement dated within one (1) year of affiliation with the Clinical Facility, indicating that the faculty member/student is free of signs and symptoms of tuberculosis

Documented physical within past 2 years or on entrance into the Olney Central College program

Drug Screen (10 panel) within 3 months of start of internship.

Criminal Background Check.

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

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

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, OLNEY CENTRAL COLLEGE Program Coordinator and student(s). Compensation is not a requirement. Neither OLNEY CENTRAL COLLEGE nor AGENCY hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Student(s) shall be covered by professional liability insurance of \$1,000,000 per claim, \$3,000,000 annual aggregate through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY. OLNEY CENTRAL COLLEGE will provide proof of insurance to the AGENCY.

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

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

AGENCY

OLNEY CENTRAL COLLEGE

BEDWELL EYECARE CENTER

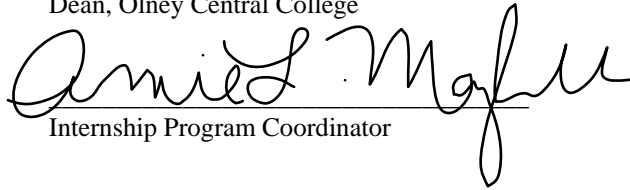
Chair, IECC Board of Trustees

ROBINSON, IL

President, Olney Central College

Dean, Olney Central College

Administrator, Hospital or Agency



Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
CERTIFIED MEDICAL ASSISTANT PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16th day of May, 2016, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Certified Medical Assistant Program (CMA) (hereinafter referred to as COLLEGE) and Dr. Rachel Winters, Lawrenceville, IL (hereinafter referred to as AGENCY). *[Insert: Agency, City, and State Above]*

WITNESSETH THAT:

WHEREAS, the COLLEGE desires to make use of the AGENCY's facilities for clinical medical assistant laboratory practice by students of the Certified Medical Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the medical assistant students of the COLLEGE for the desired purpose,

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

1. The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of the COLLEGE'S CMA Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical medical assistant laboratory practice, and will be available to the medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the Certified Medical Assistant Faculty on behalf of the COLLEGE, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the CMA students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of medical assistant care and safeguard of patients assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to CMA students.
5. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

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

Students who have physical or emotional disabilities which may negate success in CMA practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in CMA practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, the COLLEGE will furnish the AGENCY, upon request, a medical record, proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY.

The students are responsible for health care costs related to student injury or illness occurring in the agency.

The AGENCY may terminate a student from the facility when his or her performance is unsatisfactory to AGENCY or his or her behavior is deemed disruptive or detrimental to AGENCY and/or its patients. In such event, student participation in the AGENCY shall immediately cease. Only the COLLEGE can dismiss the student from the COLLEGE CMA program.

To the extent permitted by applicable law and without waiving any defenses, the COLLEGE shall indemnify and hold harmless AGENCY and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the COLLEGE or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. AGENCY shall indemnify

COLLEGE against liabilities, claims, damages, and expenses, including reasonable attorney's fees, incurred by the COLLEGE in defending or compromising actions brought against COLLEGE arising out of or related to the AGENCY'S performance of duties hereunder.

6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. The COLLEGE will provide orientation of the educational program for the AGENCY staff.
8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Certified Medical Assistant Faculty and CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the ____ day of _____, 2016.

AGENCY

ILLINOIS EASTERN COMMUNITY
COLLEGES DIST. #529/LINCOLN
TRAIL COLLEGE

Medical Services Director

Certified Medical Assistant
Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges Dist.#529

5/13/2014

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
CERTIFIED MEDICAL ASSISTANT PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16th day of May, 2016, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Certified Medical Assistant Program (CMA) (hereinafter referred to as COLLEGE) and Effingham Obstetrics & Gynecology Associates, Effingham, IL (hereinafter referred to as AGENCY). *[Insert: Agency, City, and State Above]*

WITNESSETH THAT:

WHEREAS, the COLLEGE desires to make use of the AGENCY's facilities for clinical medical assistant laboratory practice by students of the Certified Medical Assistant Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the medical assistant students of the COLLEGE for the desired purpose,

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

1. The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of the COLLEGE'S CMA Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical medical assistant laboratory practice, and will be available to the medical assistant students.

The specific assignment of learning experiences to specific students will be made and arranged by the Certified Medical Assistant Faculty on behalf of the COLLEGE, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the CMA students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of medical assistant care and safeguard of patients assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to CMA students.
5. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

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

Students who have physical or emotional disabilities which may negate success in CMA practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in CMA practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, the COLLEGE will furnish the AGENCY, upon request, a medical record, proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY.

The students are responsible for health care costs related to student injury or illness occurring in the agency.

The AGENCY may terminate a student from the facility when his or her performance is unsatisfactory to AGENCY or his or her behavior is deemed disruptive or detrimental to AGENCY and/or its patients. In such event, student participation in the AGENCY shall immediately cease. Only the COLLEGE can dismiss the student from the COLLEGE CMA program.

To the extent permitted by applicable law and without waiving any defenses, the COLLEGE shall indemnify and hold harmless AGENCY and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the COLLEGE or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. AGENCY shall indemnify

COLLEGE against liabilities, claims, damages, and expenses, including reasonable attorney's fees, incurred by the COLLEGE in defending or compromising actions brought against COLLEGE arising out of or related to the AGENCY'S performance of duties hereunder.

6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. The COLLEGE will provide orientation of the educational program for the AGENCY staff.
8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Certified Medical Assistant Faculty and CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the ____ day of _____, 2016.

AGENCY

ILLINOIS EASTERN COMMUNITY
COLLEGES DIST. #529/LINCOLN
TRAIL COLLEGE

Medical Services Director

Certified Medical Assistant
Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges Dist.#529

5/13/2014

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
ELECTRONIC MEDICAL RECORDS PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16th day of May, 2016, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Electronic Medical Records (EMR) Program (hereinafter referred to as LTC) and Sikorski Chiropractic Clinic, Robinson, IL (hereinafter referred to as AGENCY).
[Insert: Agency, City, and State Above]

WITNESSETH THAT:

WHEREAS, the COLLEGE desires to make use of the AGENCY's facilities for clinical electronic medical records practice by students of the EMR Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the electronic medical records students of the COLLEGE for the desired purpose,

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

1. The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of the COLLEGE'S EMR Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the EMR practice, and will be available to the EMR students.

The specific assignment of learning experiences to specific students will be made and arranged by the EMR Faculty on behalf of the COLLEGE, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the EMR students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of care and safeguard of patients and information assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to EMR students.
5. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

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

Students who have physical or emotional disabilities which may negate success in EMR practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in EMR practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, COLLEGE will furnish the AGENCY, upon request, a medical record, proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY.

The students are responsible for health care costs related to student injury or illness occurring in the agency.

The AGENCY may terminate a student from the facility when his or her performance is unsatisfactory to AGENCY or his or her behavior is deemed disruptive or detrimental to AGENCY and/or its patients. In such event, student participation in the AGENCY shall immediately cease. Only the COLLEGE can dismiss the student from the COLLEGE EMR program.

To the extent permitted by applicable law and without waiving any defenses, the COLLEGE shall indemnify and hold harmless AGENCY and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the COLLEGE or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. AGENCY shall indemnify

COLLEGE against liabilities, claims, damages, and expenses, including reasonable attorney's fees, incurred by the COLLEGE in defending or compromising actions brought against COLLEGE arising out of or related to the AGENCY'S performance of duties hereunder.

6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. The COLLEGE will provide orientation of the educational program for the AGENCY staff.
8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. EMR Faculty and EMR students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 16th day of May, 2016.

AGENCY

LINCOLN TRAIL COLLEGE

Medical Services Director

Electronic Medical Records
Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

5/13/14

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
LINCOLN TRAIL COLLEGE
ELECTRONIC MEDICAL RECORDS PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16th day of May, 2016, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Electronic Medical Records (EMR) Program (hereinafter referred to as LTC) and Heritage Health, Robinson, IL (hereinafter referred to as AGENCY).

[Insert: Agency, City, and State Above]

WITNESSETH THAT:

WHEREAS, the COLLEGE desires to make use of the AGENCY's facilities for clinical electronic medical records practice by students of the EMR Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the electronic medical records students of the COLLEGE for the desired purpose,

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

1. The AGENCY agrees to make its facilities available in all areas of patient care that are appropriate educational experiences for observation and participation by the students of the COLLEGE'S EMR Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. The AGENCY will be responsible for the supervision and guidance of the students in the EMR practice, and will be available to the EMR students.

The specific assignment of learning experiences to specific students will be made and arranged by the EMR Faculty on behalf of the COLLEGE, in consultation with the Administrative Supervisor or Coordinator on behalf of the AGENCY. The Administrative Supervisor assumes full responsibility and supervision of the EMR students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of care and safeguard of patients and information assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to EMR students.
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EMR students assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY.

Students who have physical or emotional disabilities which may negate success in EMR practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in EMR practice may participate in the contemplated program if approved by the AGENCY.

Prior to the use of any AGENCY facilities, under the contemplated program, COLLEGE will furnish the AGENCY, upon request, a medical record, proof of insurance, and a letter of good standing for each participating student showing that said student fully complies with the requirements required by the AGENCY.

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The AGENCY may terminate a student from the facility when his or her performance is unsatisfactory to AGENCY or his or her behavior is deemed disruptive or detrimental to AGENCY and/or its patients. In such event, student participation in the AGENCY shall immediately cease. Only the COLLEGE can dismiss the student from the COLLEGE EMR program.

To the extent permitted by applicable law and without waiving any defenses, the COLLEGE shall indemnify and hold harmless AGENCY and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the COLLEGE or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. AGENCY shall indemnify

COLLEGE against liabilities, claims, damages, and expenses, including reasonable attorney's fees, incurred by the COLLEGE in defending or compromising actions brought against COLLEGE arising out of or related to the AGENCY'S performance of duties hereunder.

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7. The COLLEGE will provide orientation of the educational program for the AGENCY staff.
8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. EMR Faculty and EMR students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 16th day of May, 2016.

AGENCY

LINCOLN TRAIL COLLEGE

Medical Services Director

Electronic Medical Records
Faculty Member

Agency Administrator

College Dean

College President

Chairman, Board of Trustees
Illinois Eastern Community Colleges

5/13/14

Agenda Item #10

Bid Committee Report

BID COMMITTEE REPORT

April 19, 2016

TRIO Upward Bound

1. TRIO Upward Bound Cultural & Educational Trip 2016

TO: Board of Trustees

FROM: Bid Committee

DATE: April 19, 2016

RE: Cultural & Education Trip 2016 for TRIO Upward Bound

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

The Bid Committee recommends acceptance of the low base bid received that meets all specifications from Gerber Tours, Inc. for a total of \$43,000.

TRIO Upward Bound Cultural & Educational Trip 2016	
Company	Total Bid
Big Country Tours, St. Ignace, MI	\$63,690
Brightspark Travel, Chicago, IL	\$61,950
Gerber Tours, Inc., Woodbury, New York	\$43,000

Respectfully submitted,

Roger Browning
Terry L. Bruce
Renee Smith

Department: TRIO Upward Bound

Source of Funds: The TRIO Upward Bound programs are 100% funded through two grants by the U.S. Department of Education for \$262,500 and \$304,084 with 0% of the cost for the programs financed by non-governmental sources. Bid award is subject to approval by Illinois Eastern Community Colleges.

Rationale for Purchase: The proposal from Gerber Tours meets the specifications required in the bid at the most cost effective price based on the three (3) bids received.

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

Specifications for: TRIO Upward Bound Cultural & Educational Trip 2016

Illinois Eastern Community College District #529

and TRIO Upward Bound

Award #P047A120054 & #P047A120059

Please bid one “all-inclusive” price for entire trip, which would include all amenities, activities, transportation, etc., for items listed in these specifications.

Trip to: Chicago, Illinois.

Depart from: Olney Central College, 305 N. West Street, Olney, IL 62450 – Tuesday, July 5, 2016.

Return to: Olney Central College, 305 N. West Street, Olney, IL 62450 – Thursday, July 7, 2016.

Accommodations: Up to 100 students (quad occupancy) with two (2) double beds (students). Up to 10 Staff (double occupancy) with two (2) double beds (staff). (All rooms are to be located together as hotel allows).

Activities/attractions similar to:

- Museum of Science and Industry
- Medieval Times
- Sea Dog
- Blue Man Group
- Spirit of Chicago (private room)
- Navy Pier
- Soldier Field Tour
- Woodfield Mall
- Sheds Aquarium
- Willis Tower

College visits: Required to have at least two (2) university tours some time during the course of the trip, such as University of Chicago and DePaul University, etc.

Transportation: Charter buses for up to 110 passengers, TV/DVD on each motor coach, Wi-Fi included.

Lodging: Two (2) night’s stay in and around Chicago, IL. (Hotel must have breakfast available & no outside door access from guest rooms).

Meals all included in price: Meal allowances are acceptable, no less than \$15.00 per person/ per meal. However, there must be at least two (2) group meals which may include Spirit of Chicago Dinner Cruise (if bar is closed).

Security: Security guards on each floor where student rooms are located with 24 hour emergency service.

Tour guides: Two (2) professional tour guide directors (one per bus).

Additional services:

- Planning and booking of activities
- Backpacks for participants
- Emergency tags/lanyards with 24 hour service contact information
- Health & accident insurance is required (per participant)
- Liability insurance is required
- Trip resource manual
- Trip delay protection
- \$1 million trip protection plan
- Bus drivers' and tour guides' rooms plus daily per diem and incidentals should be included in the bid price.
- All taxes and gratuities should be included in the bid price.

THE QUOTATION, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

Please submit one "all-inclusive" price for all amenities/activities in the proceeding specifications.

Bid Form (Award #P047A120054 & #P047A120059)

TOTAL BID \$ _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX _____

DATE _____

The TRIO Upward Bound programs are 100% funded through two grants by the U.S. Department of Education for \$262,500 and \$304,084 with 0% of the cost for the programs financed by non-governmental sources. Bid award is subject to approval by Illinois Eastern Community Colleges.

NOTE: PLEASE SUBMIT BID IN DUPLICATE

Agenda Item #11

District Finance

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

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
March 31, 2016**

FUND	BALANCE
Educational	\$5,216,843.68
Operations & Maintenance	\$1,271,635.03
Operations & Maintenance (Restricted)	\$273,670.96
Bond & Interest	\$676,947.04
Auxiliary	\$959,620.98
Restricted Purposes	(\$166,712.93)
Working Cash	\$205,844.01
Trust & Agency	\$505,526.49
Audit	(\$8,599.50)
Liability, Protection & Settlement	\$748,792.64
TOTAL ALL FUNDS	\$9,683,568.40

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
March 31, 2016

	ALL FUNDS <hr style="border: 1px solid black;"/> Fiscal Year 2016 <hr style="border: 1px solid black;"/>
ASSETS:	
CASH	9,683,568
IMPREST FUND	21,400
CHECK CLEARING	12,500
INVESTMENTS	15,590,000
RECEIVABLES	979,359
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	605,104
OTHER ASSETS	460,386
TOTAL ASSETS AND OTHER DEBITS:	27,352,317
LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	236,966
ACCOUNTS PAYABLE	314,660
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	348,304
OTHER LIABILITIES	458,380
TOTAL LIABILITIES:	1,358,310
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	2,700,929
PR YR BDGTD CHANGE TO FUND BALANCE	684,862
FUND BALANCES:	
FUND BALANCE	18,183,124
RESERVE FOR ENCUMBRANCES	4,425,092
TOTAL EQUITY AND OTHER CREDITS	25,994,007
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	27,352,317

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 AS OF March 31, 2016

ALL FUNDS

FY 2016
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	6,971,035
STATE GOVT SOURCES	0
STUDENT TUITION & FEES	12,888,904
SALES & SERVICE FEES	2,969,911
FACILITIES REVENUE	8,588
INVESTMENT REVENUE	133,393
OTHER REVENUES	187,779
TOTAL REVENUES:	23,159,610

EXPENDITURES:

INSTRUCTION	9,025,547
ACADEMIC SUPPORT	337,852
STUDENT SERVICES	1,336,020
PUBLIC SERV/CONT ED	36,122
OPER & MAINT PLANT	2,195,958
INSTITUTIONAL SUPPORT	9,515,752
SCH/STUDENT GRNT/WAIVERS	6,639,737
AUXILIARY SERVICES	4,007,010
TOTAL EXPENDITURES:	33,093,998

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	-9,934,388
-------------------------------------	------------

Illinois Eastern Community Colleges
 Operating Fund Analysis
 CASH BASIS

July 1, 2015 -- March 31, 2016

	Education Fund	O & M Fund	Total Operating Funds
REVENUES:			
Local Government Sources	2,601,218	1,113,756	3,714,974
State Government Sources - Current Year	-	-	-
State Government Sources - Prior Year	2,165,592	-	2,165,592
Net Tuition and Fees	5,572,088	-	5,572,088
Sales & Service Fees	76,966	-	76,966
Facilities Revenue	-	7,298	7,298
Investment Revenue	60,293	21,886	82,179
Other Revenues	73,496	74	73,570
TOTAL REVENUES:	10,549,653	1,143,014	11,692,667
 EXPENDITURES:			
Salaries	11,312,827	640,272	11,953,099
Employee Benefits	1,787,820	149,883	1,937,703
Contractual Services	417,572	230,963	648,535
Materials	762,707	135,572	898,279
Travel & Staff Development	147,893	3,323	151,216
Fixed Charges	117,058	22,814	139,872
Utilities	57,165	814,042	871,207
Capital Outlay	96,164	49,217	145,381
Other	59,270	307	59,577
TOTAL EXPENDITURES:	14,758,476	2,046,393	16,804,869
 TRANSFERS :			
Interfund Transfers	(1,439,897)	-	(1,439,897)
TOTAL TRANSFERS:	(1,439,897)	-	(1,439,897)
 NET INCREASE / (DECREASE)	<u>(5,648,720)</u>	<u>(903,379)</u>	<u>(6,552,099)</u>

**OPERATING FUNDS
COMPARISON REPORT FY14-16**

College	Category	FISCAL YEAR 2014			FISCAL YEAR 2015			FISCAL YEAR 2016			% of Year
		Anticipated Budget	Spent Thru March	% of Bdgt	Anticipated Budget	Spent Thru March	% of Bdgt	Anticipated Budget	Spent Thru March	% of Bdgt	
Frontier	Bills		\$ 1,186,101		\$ 1,324,220		\$ 1,283,633				
	Payroll		1,426,618		1,571,413		1,637,088				
	Totals	\$ 3,458,802	2,612,719	76%	\$ 4,283,530	2,895,633	68%	\$ 4,230,407	2,920,721	69%	75%
Lincoln Trail	Bills		1,405,859		1,580,524		1,471,092				
	Payroll		1,880,424		1,778,026		1,754,296				
	Totals	\$ 4,494,153	3,286,283	73%	\$ 4,540,934	3,358,550	74%	\$ 4,505,520	3,225,388	72%	75%
Olney Central	Bills		1,991,249		1,976,066		1,850,736				
	Payroll		4,099,679		3,660,748		3,578,777				
	Totals	\$ 7,839,976	6,090,928	78%	\$ 7,866,901	5,636,814	72%	\$ 7,696,886	5,429,513	71%	75%
Wabash Valley	Bills		2,104,290		2,246,214		2,324,808				
	Payroll		2,458,564		2,379,957		2,425,099				
	Totals	\$ 6,078,045	4,562,854	75%	\$ 6,111,313	4,626,171	76%	\$ 6,176,922	4,749,907	77%	75%
Workforce Educ.	Bills		3,342,408		2,838,169		3,018,004				
	Payroll		1,291,975		1,058,277		1,031,479				
	Totals	\$ 6,193,255	4,634,383	75%	\$ 5,577,344	3,896,446	70%	\$ 5,467,706	4,049,483	74%	75%
District Office	Bills		241,202		242,271		245,522				
	Payroll		725,293		743,845		775,708				
	Totals	\$ 1,298,178	966,495	74%	\$ 1,318,178	986,116	75%	\$ 1,351,446	1,021,230	76%	75%
District Wide	Bills		1,444,700		1,445,133		1,297,712				
	Payroll		571,623		639,266		750,652				
	Totals	\$ 2,753,908	2,016,323	73%	\$ 2,791,650	2,084,399	75%	\$ 2,771,727	2,048,364	74%	75%
GRAND TOTALS		\$32,116,317	\$ 24,169,985	75%	\$32,489,850	\$ 23,484,129	72%	\$32,200,613	\$23,444,606	73%	75%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
March 31, 2016

	FY 2016		FY 2015		Increase (Decrease)
	Amount	% of Total	Amount	% of Total	
Salaries	11,953,099	50.98%	11,831,532	50.38%	121,567
Employee Benefits	1,937,703	8.27%	1,847,087	7.87%	90,616
Contractual Services	648,535	2.77%	622,682	2.65%	25,853
Materials	898,279	3.83%	1,310,587	5.58%	(412,308)
Travel & Staff Development	151,216	0.64%	209,768	0.89%	(58,552)
Fixed Charges	139,872	0.60%	149,738	0.64%	(9,866)
Utilities	871,207	3.72%	883,307	3.76%	(12,100)
Capital Outlay	145,381	0.62%	194,170	0.83%	(48,789)
Other	6,699,314	28.58%	6,435,258	27.40%	264,056
	<u>23,444,606</u>	<u>100.00%</u>	<u>23,484,129</u>	<u>100.00%</u>	<u>(39,523)</u>

Agenda Item #12

Chief Executive Officer's Report

Agenda Item #13

Executive Session

Agenda Item #14

Approval of Executive Session Minutes

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

Agenda Item #15

Approval of Personnel Report

Agenda Item #16

Collective Bargaining

Agenda Item #17

Litigation

Agenda Item #18

Other Items

Agenda Item #19

Adjournment

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

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

3/31/2016