

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

February 16, 2016



Location:

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

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

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

**Illinois Eastern Community Colleges
Board Agenda**

February 16, 2016

7:00 p.m.

Frontier Community College

Bob Boyles Hall

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
6. Policy First Reading (and Possible Approval) Bruce
 - A. Board Policy 500.14 Tuition Waiver
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. Articulation Agreement between University of Southern Indiana and IECC Cantwell
 - B. Identity Theft Prevention Program Status Report..... Cantwell
 - C. Academic Calendar 2017-2019 Buerster
 - D. Statements of Final Construction Compliance Browning
 - E. Annual Report of 403(b) Browning
 - F. Ruth Henry Stage Dedication..... Bruce
 - G. New Maintenance Fee Charge..... Bruce
 - H. Allied Health Tuition Rates Effective Summer Term Bruce
 - I. Corrected Special Warranty Deed for Transfer to FCC Foundation..... Bruce
 - J. Motorcycle Rider Safety Agreement with SIU-Carbondale Bruce
 - Frontier Community College
 - Lincoln Trail College
 - Olney Central College
 - Wabash Valley College
 - K. Affiliation Agreements
 - Crawford Memorial Hospital/Rural Health Clinic – Health Informatics

Wabash General Hospital – Health Informatics

- 9. Bid Committee Report..... Bruce
 - A. None

- 10. District Finance
 - A. Financial Report Browning
 - B. Approval of Financial Obligations Browning

- 11. Chief Executive Officer’s Report..... Bruce

- 12. Executive Session..... Bruce

- 13. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes..... Bruce
 - B. Audio Executive Session Minutes Bruce

- 14. Approval of Personnel Report..... Bruce

- 15. Collective Bargaining..... Bruce

- 16. Litigation Bruce

- 17. Other Items

- 18. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, Tuesday, January 19, 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, Brenda K. Culver, G. Andrew Fischer, Alan Henager. Also present was Drew Halter, student trustee. Trustees absent: Michael K. Correll, Marilyn Wolfe. 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 Ranes, 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.

Robert Conn, Dean of Instruction of Wabash Valley College.

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held December 8, 2015 were presented for disposition.

Board Action to Approve Minutes: Trustee Al Henager made a motion to approve minutes of the foregoing meeting as prepared. Trustee 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 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: Electronic and written reports were presented from each of the colleges.

#5-C. Report from Cabinet: None.

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

#6-A. 500.30 Withdrawal Policy: Revisions to the policy were outlined to specifically address student initiated withdrawals and administrative withdrawals after the refund period as follow:

STUDENT - 500

Withdrawal Policy (500.30)

Date Adopted:

This policy will be effective beginning the Fall 2016 semester.

Students may add, drop, or withdraw from courses during specifically set forth days as established by IECC and published in the official academic calendar, the college catalog, and in the procedures manual.

Refund Period

A refund of 100 percent of the tuition and fees will be made to a student who withdraws during the first 10 business days of a sixteen-week course period and the first 5 business days of an eight-week course period or the proportionate time of any other course not conforming to a sixteen-week or eight-week schedule.

Academic Record

Courses dropped before the start of a semester do not become part of a student’s academic record. If a student withdraws during a refund period, a W (withdraw) becomes part of the student’s academic record. A student who withdraws after

the refund period also will have a W as part of his or her academic record. Failure to follow the official withdrawal policy will result in a grade of F.

Student Initiated Drop or Withdrawal

Each student is responsible for initiating a drop or withdrawal request by contacting Student Services at each college and completing a Course Change Form (withdrawal form). The student is encouraged to meet with the instructor, his or her Retention Coordinator, and the Financial Aid Officer before withdrawing from any course.

Withdrawal requests must be received in Student Services no later than two weeks prior to the end of any regular length semester. Students are advised to contact Student Services for withdrawal deadlines for courses not conforming to a sixteen-week schedule.

Administrative Withdrawal

Prior to an administrative withdrawal, the instructor should submit a Progress Report to allow the Retention Coordinator or academic advisor to contact the student. If there is no resolution, i.e. a student-initiated withdraw, an instructor may recommend an administrative withdrawal after mid-term if a student who ceases to attend or whose pattern of absences causes the faculty member to seriously question the intent of the student to further pursue the course. The administrative withdrawal must be approved by the Dean of Instruction. The Student Services/Student Records Office will notify the student and Financial Aid Director of the student's administrative withdrawal.

Faculty may request to withdraw a student from their courses with a failing grade due to plagiarism, cheating, or other gross infractions as stated in the attendance and academic integrity policy and statements on the course syllabi upon review and approval by the Dean of Instruction.

IECC also has the authority to administratively withdraw a student from classes for the following reasons:

- Registration in violation of college regulations and requirements (academic ineligibility to register);
- Failure to pay tuition and fees by established due date;
- Disciplinary suspension or dismissal for the remainder of an academic semester or longer;
- Severe psychological or health problems such that a student cannot be permitted to continue in attendance; and
- Other reasons deemed appropriate by the proper administrative staff such as the President or Dean of Instruction.

Policy to Protect Academic Standing of Dual Credit Students (Policy 500.29) specifically applies to students who are not successful in dual credit courses that follow the high school calendar and may withdraw from the college course after the college drop date to protect their academic standing.

Recommendation: The CEO recommended that second reading be waived and that the revised foregoing 500.30 Withdrawal Policy be approved.

Board Action: Trustee Brenda Culver made a motion to waive second reading and approve 500.30 Withdrawal Policy as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 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.: Employee Satisfaction Survey Results: Each fall, IECC employees are given the opportunity to review the operation of the District and its four colleges. Employees identify their work location, classification, whether they were employed full or part-time and their years of service. Detailed survey results were emailed to the members of the Board. For Fiscal Year 2016, the survey results show that employees are largely satisfied with their employment and the operation of the District.

The CEO recommended acceptance of the Employee Satisfaction Survey Results.

Board Action: Trustee John Brooks made a motion to accept results of the Employee Satisfaction Survey Results as recommended. 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, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. : Agreement with FIRMSYSTEMS: The District is required to have a prepared background check and to fingerprint all students involved in the Certified Nurse Assistant (CNA) Program. It was proposed the District begin using FIRMSYSTEMS for this service. The cost would remain the same as currently charged at \$29.00 per student. This agreement would be effective January 20, 2016.

The CEO recommended approval of the agreement with FIRMSYSTEMS for prepared background checks and fingerprinting of CNA students.

Board Action: Trustee Brenda Culver made a motion to approve the agreement with FIRMSYSTEMS for prepared background checks and fingerprinting for students entering the CNA Program as recommended. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Agreement with Fairfield Park District: An agreement with the Fairfield Park District for use of an existing softball /baseball diamond owned by the Park District. This field will be utilized by the FCC Softball team.

The CEO recommended that the Agreement with the Fairfield Park District be approved as follows:

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made _____, 2015, by and between Illinois Eastern Community College District No. 529/Frontier Community College, hereinafter referred to as Frontier and the Fairfield Park District of Fairfield, Illinois, a unit of local government, located in Fairfield, Illinois, hereinafter referred to as the Park District.

WITNESSETH:

WHEREAS, the Park District, as Lessee holds two leaseholds expiring December 31, 2022, unless sooner cancelled by the Lessors, covering three softball/baseball diamonds located at Southwest Park, Fairfield, Illinois, and this agreement concerns the middle softball diamond; and

WHEREAS, the parties hereto are desirous of developing said softball diamond for the mutual benefit of the students of Frontier and the residents of the Park District as a recreational facility; and

WHEREAS, the Park District has made numerous improvements to the softball diamond to accommodate the requirements of Frontier for college level softball and Frontier has agreed to reimburse the Park District for these improvements; and

WHEREAS, the parties have agreed to these improvements and hereby agree that the improved softball diamond shall continue to be leased and managed by the Park District pursuant to the terms of this Agreement:

WHEREAS, Article 8, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS the parties have determined that it is in the best interests of the students of Frontier and the residents of the Park District, for the parties to enter into this Agreement with respect to the modification and improvement of the softball diamond and to carry out the purposes of this Agreement; and the governing bodies of each party hereto have adopted an ordinance or resolution approving this Intergovernmental Agreement and authorizing its execution.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and of other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Modifications Required by Frontier for College Level Usage of the Softball Diamond

Frontier shall, at its sole expense, make all necessary changes to the softball diamond to comply with college requirements. Said changes shall be agreed to and made in cooperation with the Park District. The Park District and Frontier have agreed upon a basic list of required changes and such changes have been made as agreed. Frontier agrees to pay for these modifications. Once the softball diamond modifications have been fully executed, Frontier shall assume sole responsibility for the maintenance and upkeep of the softball diamond as contained within the existing fencing, and including

such fencing and related poles. Frontier and the Park District agree to discuss and mutually agree upon development of any improvements beyond and outside of the existing fence, including but not limited to, bleachers, structures, and signage. It is anticipated that such improvements will be done at the expense of Frontier.

2. Scheduling and Shared Use of the Softball Diamond

Priority shall be given to the use of the softball diamond by Frontier. Use of the softball diamond shall be scheduled between the designated representative of the Park District and the designated representative of Frontier. The Park District and Frontier shall cooperate as necessary to make scheduling changes and to avoid scheduling conflicts. Frontier shall have staff in attendance at Frontier usage for purpose of supervision when the softball diamond is used for Frontier purposes. In the event of a disagreement among the parties as to any matter covered by this paragraph, the decision of Frontier with regard to such issue shall be final, but Frontier shall give due deference to the Park District in decisions. All other disagreements are covered by paragraph 7 of this agreement.

3. Liability Insurance and Indemnification

Each of the parties hereto shall maintain general liability insurance having liability limits in an amount not less than One Million Dollars (\$1,000,000.00) in force at such party's expense at all times during the term of this agreement and shall name the other party as an additional insured with respect to such policies of insurance. Proof of such insurance shall be given by each party by way of a certificate of insurance to be provided to the other party no less frequently than annually and when otherwise requested by the other party.

The Park District agrees to defend, indemnify and hold harmless Frontier, its officers, agents, and employees harmless of and from all liabilities and claims of liabilities arising out of the Park District's use of the facility and by the general public of the facility, except to the extent that such liabilities and claims arise out of the direct or indirect conduct, act, or omission of Frontier.

Frontier agrees to defend, indemnify, and hold harmless the Park District, its Commissioners, officers, agents, and employees harmless of and from all liabilities and claims of liabilities arising out of Frontier's use of the facility, when scheduled for use by Frontier, except to the extent that such liabilities and claims arise out of the direct or indirect conduct, act, or omission of the Park District.

4. Terms of Agreement

This Agreement shall be effective upon execution hereof by both of the parties hereto after approval by their respective governing boards and shall continue for the duration of the existing leaseholds of the Park District and any extension or renewal thereof through and including July 1, 2040, unless sooner terminated by the Lessor's. Unless either party notifies the other within the last year of this agreement, this agreement shall terminate at the date specified. If neither party exercises its right of termination or extension of the initial term or of its desire not to extend the Agreement, the Agreement shall be extended for additional successive one year terms upon the same terms as then existing. In the event of the termination of this Agreement by either party as above provided, such party shall be responsible for all obligations incurred by it during the term of this Agreement. Upon termination of the Agreement, all real estate and improvements made subject hereof shall be the sole property of the Park District.

5. Binding Effect

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns; provided, however, that neither party shall have the right to assign its interest in this Agreement either voluntarily or by operation of law without the prior written consent and approval of the other party.

6. Amendment

This Agreement constitutes the entire agreement of the parties and may be altered, modified or amended duly upon the written consent and agreement of both parties after approval by the governing body of each party as required by law.

7. Arbitration

It is hereby agreed that in case of any disagreement or difference shall arise at any time hereafter between the parties hereto, or any person claiming under them, in relation to this Agreement, either as the construction or operation thereof or the respective rights and liabilities there under, such disagreement or difference shall be submitted to the arbitration of two persons, one to be appointed by each party to this Agreement, and the third to be appointed by the two so appointed. If either party shall refuse or neglect to appoint an arbitrator and served written notice thereof upon the other party requiring it to appoint an arbitrator, then the arbitrator so first appointed shall have the power to proceed to arbitrate and determine the matters of this Agreement or difference as if he were the arbitrator appointed by both the parties hereto for that purpose, and his decision in writing shall be final, provided such decision shall be made within twenty (20) days after the reference of said arbitrators. All decisions of the arbitrators shall be binding upon the parties hereto as if entered by a court of competent jurisdiction.

8. Notices

All notices required hereunder shall be in writing and shall be served personally, be registered or certified mail return receipt requested, or by express delivery service as follows:

If to the Park District:

Board President
Fairfield Park District
Fairfield, IL 62837

If to the COLLEGE:

Chief Executive Officer
233 East Chestnut Street
Olney, IL 62450

In the event of the change of either of the above addresses, to the party whose address changes shall notify the other party in writing of such change and the new address.

9. Severability

If for any reason any provision of this Agreement is determined by the Court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed and this Agreement shall remain in full force and effect with the provision severed or modified by Court Order provided that said provision determined invalid does not substantially impair the intent or substance of this Agreement so that the purposes of this Agreement are not fulfilled and the benefits to the parties hereto are not realized. If said provision does substantially impair the intent or substance, the parties shall attempt to agree on an amendment to this Agreement to address the changes necessary as a result of said Court determination. However, if the parties are unsuccessful in negotiating an amendment, this Agreement shall terminate.

10. Waiver of Performance

The waiver by either party of any term, covenant or condition herein, or the failure of such party to insist upon strict and prompt performances therewith, shall not be deemed or construed to constitute a waiver of such terms, covenant or condition, which shall remain in full force and effect and shall continue to be subject to enforcement.

11. Governing Law and Exclusive Jurisdiction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

12. Authority of Officers

Each of the parties hereto represent and warrant that the officers executing this Agreement for and on behalf of such party are fully authorized and empowered by the governing body of such party to make, execute and deliver this Agreement for and on behalf of such party.

FAIRFIELD PARK DISTRICT, FAIRFIELD ILLINOIS, A UNIT OF LOCAL GOVERNMENT

BY: _____
Board President

ATTEST: _____
Board Clerk

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

BY: _____
Board Chairman

ATTEST: _____
Board Secretary

Board Action: Trustee Gary Carter made a motion to approve the agreement with the Fairfield Park District as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Affiliation Agreements: The CEO recommended approval of affiliation agreements for the Health Informatics Program at Frontier Community College with SSM Health Medical Center, located in Mt. Vernon, Illinois and Fairfield Memorial Hospital, located in Fairfield, Illinois.

Board Action: Trustee Gary Carter made a motion to approve the affiliation agreement for Frontier Community College with SSM Health Medical Center and Fairfield Memorial Hospital as recommended and as presented in full in the Board agenda. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “Bid Committee Report” –

#9-A. West Richland Center – Simulator for Truck Driving Program: The CEO presented the following recommendations of the Bid Committee for approval:

The Bid Committee recommends acceptance of the low base bid received that meets all specifications from Virage Simulation for \$104,500, and also acceptance of the low bid on Alternate #2 from Virage Simulation

for a 5-year extended warranty beyond the factory warranty for \$20,000. The total bid recommendation for both the base and the warranty is \$124,500.

Simulator for WRC					
Company	Base Bid – Equipment	Base Bid –Del. & Setup	Alt. #1	Alt. #2	Alt. #3
Virage Simulation Saint-Laurent, Quebec, CN	\$104,500	-0-	\$12,000	\$20,000	\$40,000
Doron Precision Systems, Inc. Binghamton, NY	\$111,550	-0-	\$24,000	\$40,000	\$80,000
Simulator Systems Intl. Tulsa, OK	\$101,890	\$4,750	No Bid	No Bid	No Bid

Source of Funds: EDA Grant, plus District Matching

#9-B. West Richland Center - 2016 Semi-Tractor for Truck Driving Program: The following bid recommendation is based upon the lowest responsible bid, considering conformity with specifications, terms of delivery, quality and serviceability.

The lowest bid tractor did not include a “wet kit” while the tractor recommended does include the wet kit. The truck specs included a power take off (PTO) to operate a hydraulic pump to raise and lower attached trailers. To operate the PTO, a wet kit is necessary to handle the hydraulic fluid necessary to operate the hydraulic pump. The wet kit is necessary to make the truck complete for its intended purpose.

Business Phrocedure 300.21 allows the District to award bids to the vendor whose bid is responsive to the solicitation and is most advantageous to the District when considering price, quality, and other factors. Because the recommended tractor includes a wet kit, it is deemed more advantageous to the District.

The Bid Committee recommends acceptance of the base bid received that meets all specifications from VoMac Truck Sales for a total of \$123,918.82, and also acceptance of the bid for Alternate #1 from VoMac Truck Sales for a 3-year extended warranty beyond the factory warranty for \$15,817.00. The total bid recommendation for both the base bid and the warranty is \$139,735.82.

2016 Semi-Tractor for WRC					
Company	Base Bid – Equipment	Base Bid –Del. & Setup	Alt. #1	Alt. #2	Alt. #3
VoMac Truck Sales Vincennes, IN	\$121,260.98	-0-	\$15,817.00	No Bid	No Bid
VoMac Truck Sales Vincennes, IN	\$123,918.82	-0-	\$15,817.00	No Bid	No Bid
Kenworth of Evansville Evansville, IN	\$143,000.00	\$1,000.00	\$8,550.00	No Bid	No Bid

Source of Funds: EDA Grant, plus District Matching

Board Action: Trustee Al Henager made a motion to approve the recommendation of the bid committee for both the Simulator and for the 2016 Semi-Tractor for the Truck Driving Program. 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, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent:

Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

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 December 31, 2015.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for January 2016, totaling \$753,046.37, 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 January 2016, in the amounts listed. Trustee Al Henager seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – “Chief Executive Officer's Report” – CEO Terry Bruce and CFO Roger Browning provided a report covering the problems caused to the college District by the State’s failure to adopt a budget. They also discussed a plan with over \$5 million in revenue growth and cost savings to meet the challenges of no state funding.

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, December 8, 2015.

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. Samantha Weidner, TRIO Upward Bound Counselor, DO/OCC (GR), to Director, TRIO Upward Bound, DO (GR), effective January 21, 2016, pending Department of Education approval.

400.2. Resignation Ratification

A. Professional Non-Faculty

1. Jessica Parrent, Coordinator of Transition Services, FCC, effective January 29, 2016.

Board Action to Approve Personnel Report: Trustee Brenda Culver made a motion to approve the Personnel Report as recommended. 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, Brenda Culver, Andrew Fischer, Al Henager. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Marilyn Wolfe. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – “Collective Bargaining” – None.

AGENDA #16 – “Litigation” – None.

AGENDA #17 – “Other Items” – None.

AGENDA #18 – “Adjournment” – Trustee Al Henager made a motion to adjourn. Student Trustee Drew Halter seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:40 p.m.

Approved: Chairman: _____

Secretary: _____

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

- A. Visitors and Guests**
- B. IECEA Representatives**

Agenda Item #4

Public Comment

Agenda Item #5

Reports

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

Agenda Item #6

Policy First Reading (and Possible Approval)

Agenda Item #6A

Board Policy 500.14 Tuition Waiver

Agenda Item #6A

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2016
RE: Board Policy 500.14 Tuition Waiver

Pursuant to Board Policy 500.14, the District waives tuition for in-district students for credit hours taken exceeding 16 per semester. This applies only to in-district hours.

The Cabinet recommends that the 16 hour Tuition Cap Waiver be eliminated and that the District charge for these hours. Using this waiver, the District currently waives tuition on approximately 4,000 credit hours per year. Eliminating the waiver could generate in excess of \$300,000 for the District. The Cabinet believes that the impact on enrollment by eliminating the waiver will be minimal.

I recommend that the Board eliminate the Tuition Cap Waiver by amending Policy 500.14. The recommended revised policy is attached.

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

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.

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.

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.

~~E. Tuition Cap — Tuition will be waived for credit hours taken over 16 per semester. This policy does not apply to International Students.~~

E. F. 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. G. 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 #7

Policy Second Reading

None

Agenda Item #8

Staff Recommendations for Approval

Agenda Item #8A

Articulation Agreement Between University of Southern Indiana and IECC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Brue
DATE: February 16, 2016
RE: Articulation Agreement between University of Southern Indiana and IECC

The University of Southern Indiana (USI) and IECC currently cooperate and coordinate the District's Sport Management Program with USI. The following 2 + 2 program articulation agreement between USI and IECC formalizes our current practice that exists between the Sport Management program offered by IECC and the Sport Management Program offered by USI.

This agreement confirms that all the relevant credit hours earned by students who complete graduation requirements for the Sport Management Program at one of the IECC colleges will be accepted into and serve to fulfill all lower division requirements for the Sport Management Program at USI. Thus, students who graduate having completed all degree requirements in the Sport Management Program at one of the IECC colleges will be eligible for full junior level standing in the Sport Management Program at USI.

I recommend the Board's approve of this agreement.

TLB/rs

Attachment

**2+2 Articulation Agreement
between
University of Southern Indiana
and
Illinois Eastern Community Colleges
Frontier Community College, Lincoln Trail College, Olney Central College and
Wabash Valley College**

The respective faculties of Illinois Eastern Community Colleges (IECC) and the University of Southern Indiana (USI) enter into this agreement to formalize the articulation that exists between the Sport Management program offered by IECC and the Sport Management Program offered by USI. This agreement confirms that all the relevant credit hours earned by students who complete graduation requirements for the Sport Management Program at one of the IECC will be accepted into and serve to fulfill all lower division requirements for the Sport Management Program at USI. Thus, students who graduate having completed all degree requirements in the Sport Management Program at one of the IECC colleges will be eligible for full junior level standing in the Sport Management Program at USI.

All agreements will be reviewed and updated in three years from the effective date of the agreements.

Date this agreement is effective: **Fall Semester, 2016**

Date this agreement will be reviewed and updated: **Fall Semester, 2019**

On behalf of USI:

Department Chair

Date

Dean

Date

Provost

Date

On behalf of IECC Colleges:

Chief Executive Officer

Date

Chief Academic Officer

Date

IECC**USI Course equivalents****Sport Management Program Requirements**

DAP 1201 – Business Computer Systems	3		3	Business Elective
SPM 1201 – Introduction to Sport Management	3	SPTM 228	3	Major Requirement
SPM 1202 – Recreation & Leisure	3	SPTM 223	3	Track Requirement (RS or SBS)
SPM 1210 – Principles Coaching	3	SPTM 226	3	Track Requirement (IA or SBS)
SPM 2201 – Sport Communications	3	SPTM 288	3	Sport Communication (SC or SBS)
SPM 2210 – Activity Planning	3		3	Track Requirement (SBS)
SPM 2202 - Diversity in Sports	3		3	Track Requirement (SBS)
SPM 2225 – Sport Internship/Seminar	3	SPTM 283	1	Major Requirement

General Education Requirements

ENG 1111- Composition I	3	ENG 101	3 (FS)	
ENG 1121 – Composition & Analysis	3	ENG 101	3 (FS)	
PSY 1101 – PSY 1101	3	PSY 201	3 (SS)	
MTH 1201 – Technical Mathematics	3	MATH Core	3 (FS)	
GEN 2297- Employment Skills	3	Elective	3	
SPE 1101 – Fundamentals of Effective Speaking	3	CMST 101	3 (FS)	
Humanities/Fine Arts Elective	3	WOK	3	
Life/Physical Science Elective	3	BS (NS)	3	
Elective	3	WLC (BS)	3	
Elective	3	WOK	3	
Elective	4	NS (Lab)	3	
Elective	6	Core	5	
	64		60	

Tracks

IA = Intercollegiate Athletics = 60 hours
 RS = Recreational Sports = 60 hours
 SC = Sport Communication = 63 hours
 SBS = Sport and Business Studies = 60 hours

Final Two Years at USI – Sport Management (Intercollegiate Athletics Track)

Fall – 1st Semester

Spring – 2nd Semester

Course	Hours	Course	Hours
SPTM 225 (IA Track)	3	SPTM 302 or 303	3
SPTM 302 or 303	3	SPTM 334	3
SPTM 332	3	SPTM 482	3
SPTM 333	3	SPTM 335 (IA Track)	3
SPTM 336	3	PSY 377	3
Total Hours	15	Total Hours	15

Fall – 3rd Semester

Spring – 4th Semester

Course	Hours	Course	Hours
SPTM 451	3	SPTM 491	3
SPTM 452	3	PET 402 (Writing)	3
SPTM 453	3	SPTM 498	9
SPTM 492	3		
Business Elective	3		
Total Hours	15	Total Hours	15

Final Two Years at USI – Sport Management (Recreational Sports Track)

Fall – 1st Semester

Spring – 2nd Semester

Course	Hours	Course	Hours
SPTM 302 or 303	3	KIN 232, 234, 237, or 238 (RS Track)	1
SPTM 332	3	SPTM 263 (RS Track)	2
SPTM 333	3	SPTM 302 or 303	3
SPTM 334	3	SPTM 337 (RS Track)	3
SPTM 336	3	PET 493 (RS Track)	3
		SPTM 453	3
Total Hours	15	Total Hours	15

Fall – 3rd Semester

Spring – 4th Semester

Course	Hours	Course	Hours
SPTM 451	3	SPTM 498	9
SPTM 452	3	PET 402 (Writing)	3
SPTM 492	3	General Elective	3
SPTM 491	3		
Business Elective	3		
Total Hours	15	Total Hours	15

Final Two Years at USI – Sport Management (Sport Communication Track)

Fall – 1st Semester

Spring – 2nd Semester

Course	Hours	Course	Hours
SPTM 302 or 303	3	SPTM 302 or 303	3
SPTM 332	3	SPTM 335 (SC Track)	3
SPTM 333	3	SPTM 336	3
SPTM 334	3	SPTM 353 (SC Track)	3
RTV 255 (SC Track)	3	RTV 356 (SC Track)	3
Total Hours	15	Total Hours	15

Fall – 3rd Semester

Spring – 4th Semester

Course	Hours	Course	Hours
SPTM 451	3	SPTM 491	3
SPTM 452	3	PET 402 (Writing)	3
SPTM 453	3	SPTM 492	3
JRN 384 (SC Track)	3	Business Elective	3
Total Hours	12	Total Hours	12

Summer – 5th Semester

Course	Hours
SPTM 498	9
Total Hours	9

Final Two Years at USI – Sport Management (Sport and Business Studies Track)

Fall – 1st Semester

Spring – 2nd Semester

Course	Hours	Course	Hours
SPTM 302 or 303	3	SPTM 302 or 303	3
SPTM 332	3	SPTM 451	3
SPTM 333	3	SPTM 452	3
SPTM 334	3	Business Course (SBS Track)	3
SPTM 336	3	Business Course (SBS Track)	3
Total Hours	15	Total Hours	15

Fall – 3rd Semester

Spring – 4th Semester

Course	Hours	Course	Hours
SPTM 453	3	SPTM 491	3
SPTM 492	3	SPTM 498	9
Business Course (SBS Track)	3	PET 402 (Writing)	3
Business Elective	3		
General Elective	3		
Total Hours	15	Total Hours	15

Agenda Item #8B

Identity Theft Prevention Program Status Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2016
RE: Identity Theft Prevention Program Status Report for 2015

Illinois Eastern Community Colleges participates in the Federal Direct Student Loan Program, offers institutional loans to students, and administers a tuition payment plan that allows qualified students to pay their tuition and fees throughout the semester. Therefore, IECC is a “creditor” and student accounts are “covered accounts” subject to the Red Flags Rule which required IECC to develop and implement an identity theft prevention program. IECC’s Identity Theft Prevention Program and Identity Theft Prevention Policy 100.23 were developed and approved by the Board on March 17, 2009.

In January of 2016, the Identity Theft Prevention Team reviewed and updated the prevention program as necessary. No major updates were made to the current Identity Theft Prevention Program. The Team will continue to annually review the program and provide identity theft and red flag training to their assigned departments and areas. The Release of Student Information Guidelines are included as part of the identity theft training. In 2015, training was completed in these areas between February 2015 and March 2015.

There was one report of a possible red flag issue in 2015. The possible breach involved the mailing of employment paperwork from Frontier Community College (FCC) to the IECC District Human Resource Office. The information breached contained mailing addresses, driver’s license, social security number and banking information. The information was mailed using the postal service from FCC and the package was never received at the District Office. A mail recovery search was requested, however, the Olney Postmaster indicated that nothing could be done unless the envelope had a tracking number, which it did not. The Postmaster indicated that items which are lost within the postal service are sent to the Mail Recovery Center in Atlanta, GA and then shredded.

IECC does not believe any of the personal information was misused, however, appropriate actions and notifications were completed to assist in the detection of any identity theft and additional actions and account monitoring will be implemented if deemed necessary.

I recommend the Board’s acceptance of the IECC’s Identity Theft Prevention Program Status Report for 2015.

TLB/rs
Attachment

Illinois Eastern Community Colleges

Frontier Community College

Lincoln Trail College

Olney Central College

Wabash Valley College

Identity Theft Prevention Program

Approved by the Cabinet: February 3, 2016

Approved by the Board of Trustees: February 17, 2016

(pending)

Background

The Federal Trade Commission (FTC), the federal bank regulatory agencies, and the National Credit Union Administration (NCUA) issued regulations (Red Flags Rule) requiring financial institutions and creditors to develop and implement written identity theft prevention programs. The Red Flags Rule was developed pursuant to the Fair and Accurate Credit Transaction (FACT) Act of 2003. Under the Rule, financial institutions and creditors with covered accounts must have identity theft prevention programs to identify, detect, and respond to patterns, practices, or specific activities that could indicate identity theft. The Red Flags Rule became effective January 1, 2008, with a mandatory compliance date of November 1, 2008; however, on October 22, 2008, the FTC granted a delay of enforcement of the new Red Flags Rule until May 1, 2009.

IECC Identity Theft Prevention Program Requirement

Illinois Eastern Community Colleges participates in the Direct Student Loan Program, offers institutional loans to students, and administers a tuition payment plan that allows qualified students to pay their tuition and fees throughout the semester. Therefore, IECC is a creditor and student accounts are covered accounts subject to the Red Flags Rule which requires IECC to develop and implement an identity theft prevention program.

The Red Flags Rule allows Illinois Eastern Community Colleges to design and implement an identity theft prevention program that is appropriate to our size, complexity and the nature of our operation. Programs must contain reasonable policies and procedures to:

- identify relevant “Red Flags” and incorporate them into the program;
- detect the red flags that the program incorporates;
- respond appropriately to detected red flags to prevent and mitigate identity theft; and
- ensure that the program is updated periodically to reflect changes in risks.

Definitions

Red Flag – A red flag is a pattern, practice, or specific activity that indicates the possible existence of identity theft.

Identity Theft – Identity theft is a fraud committed or attempted using the identifying information of another person without authority.

Covered Account – A covered account is a consumer account designed to permit multiple payments or transactions. These are accounts where payments are deferred and made periodically over time such as a tuition or fee installment payment plan. Student accounts and loans administered by IECC are covered accounts.

Creditor – A creditor is defined as someone who regularly extends, renews or continues credit. Illinois Eastern Community Colleges is considered a creditor due to our participation in the following activities:

- Participation as a school lender in the Federal Direct Student Loan Program;
- Offering institutional loans to students, faculty, or staff;
- Offering a plan of payment or fees throughout the semester, rather than requiring full payment at the beginning of the semester.

Personal Information – Personal information is identifying information which is any name or number that may be used, alone or in conjunction with any other information, to identify a specific person including: name, address, telephone number, social security number, date of

birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, computer's Internet Protocol address, or routing code.

Red Flags

Red Flags are relevant patterns, practices, and specific activities that signal possible identity theft and fall in the following five categories:

- alerts, notifications or warnings from consumer reporting agencies;
- suspicious documents;
- suspicious personally identifying information, such as a suspicious address change;
- unusual use of, or other suspicious activity related to, a student account; and
- notices from students, victims of identity theft, law enforcement authorities or other persons regarding possible identity theft in connection with student accounts held by IECC.

Identification and Examples of Red Flags

In order to identify relevant Red Flags, IECC has reviewed the types of accounts offered and maintained, the methods provided to open and access these accounts, and previous experiences with identity theft. IECC identified the following twenty-six (26) Red Flags in the below five categories.

Alerts, Notifications, or Warnings from Consumer Reporting Agency

1. If a fraud or active duty alert is included with a consumer report.
2. If a consumer reporting agency provides a notice of credit freeze in response to a request for a consumer report.
3. If a consumer reporting agency provides a notice of address discrepancy.
4. If a consumer report indicates a pattern of activity that is inconsistent with the history and usual pattern of activity of an application, such as:
 - a. A recent and significant increase in the volume of inquiries;
 - b. An unusual number of recently established credit relationships;
 - c. A material change in the use of credit, especially with respect to recently established credit relationships, or
 - d. An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

Suspicious Documents

5. If documents provided for identification appear to have been altered, forged or inauthentic.
6. If the photograph or physical description on the identification is not consistent with the appearance of the student presenting the identification.
7. If other information on the identification is not consistent with the information provided by the student.

8. If other information on the identification is not consistent with readily accessible information that is on file with Illinois Eastern Community Colleges, such as a signature on a registration form or other document.
9. If a document appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

Suspicious Personal Identifying Information

10. If personal identifying information provided is inconsistent when compared against external information sources used by Illinois Eastern Community Colleges such as inconsistent birth dates or addresses.
11. If personal identifying information provided by the student is not consistent with other personal identifying information provided by the student. For example, there is a lack of correlation between the SSN range and the date of birth.
12. If personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by Illinois Eastern Community Colleges. For example;
 - a. The address on the document is the same as the address provided on a fraudulent document, or
 - b. The phone number on the document is the same as the number provided on a fraudulent document.
13. If personal identifying information provided is a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by Illinois Eastern Community Colleges. For example:
 - a. The address on the document is fictitious, a mail drop or a prison; or
 - b. The phone number is invalid or is a pass through to a pager or answering service.
14. If the SSN provided is the same as that submitted by other students.
15. If the address or telephone number provided is the same as or similar to the address or telephone number submitted by an unusually large number of other students.
16. If the student fails to provide all required personal identifying information on a document or in response to notification that the information is incomplete.
17. If personal identifying information provided is not consistent with personal identifying information that is on file with Illinois Eastern Community Colleges.
18. If Illinois Eastern Community Colleges uses challenge questions, the student cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

Unusual Use of, or Suspicious Activity Related to, the Student Account

19. If shortly following the notice of a change of address for a student account, Illinois Eastern Community Colleges receives a request for the addition of other authorized users on the account.

20. If a student account is used in a manner commonly associated with patterns of fraud. For example, the student fails to make the first payment or makes an initial payment but no subsequent payments.
21. If a student account is used in a manner that is not consistent with established patterns of activity on the account. For example, nonpayment when there is no history of late or missed payments or a material change in usage patterns.
22. If a student account that has been inactive for a reasonably lengthy period of time is used.
23. If mail sent to the student is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the student's account.
24. If Illinois Eastern Community Colleges is notified that the student is not receiving paper account statements.
25. If Illinois Eastern Community Colleges is notified of unauthorized charges or transactions in connection with the student's account.

Notices from Students, Victims of Identity Theft, Law Enforcement Authorities or Others

26. If Illinois Eastern Community Colleges is notified by a student, a victim of identity theft, law enforcement authorities or other persons regarding possible identity theft in connection with student accounts held by IECC.

Detection and Response to Red Flags

Detection

In order to detect any of the Red Flags identified above associated with student accounts, IECC staff will take the following steps to obtain and verify the identity of a student by:

- Requiring certain identifying information such as name, date of birth, academic records, home address, mother's maiden name, or other identification; and
- Verifying the student's identity at time of issuance of any student records, academic information or financial aid by reviewing driver's license or other government-issued photo identification.

For existing student accounts, IECC staff will take the following steps to monitor transactions on an account by:

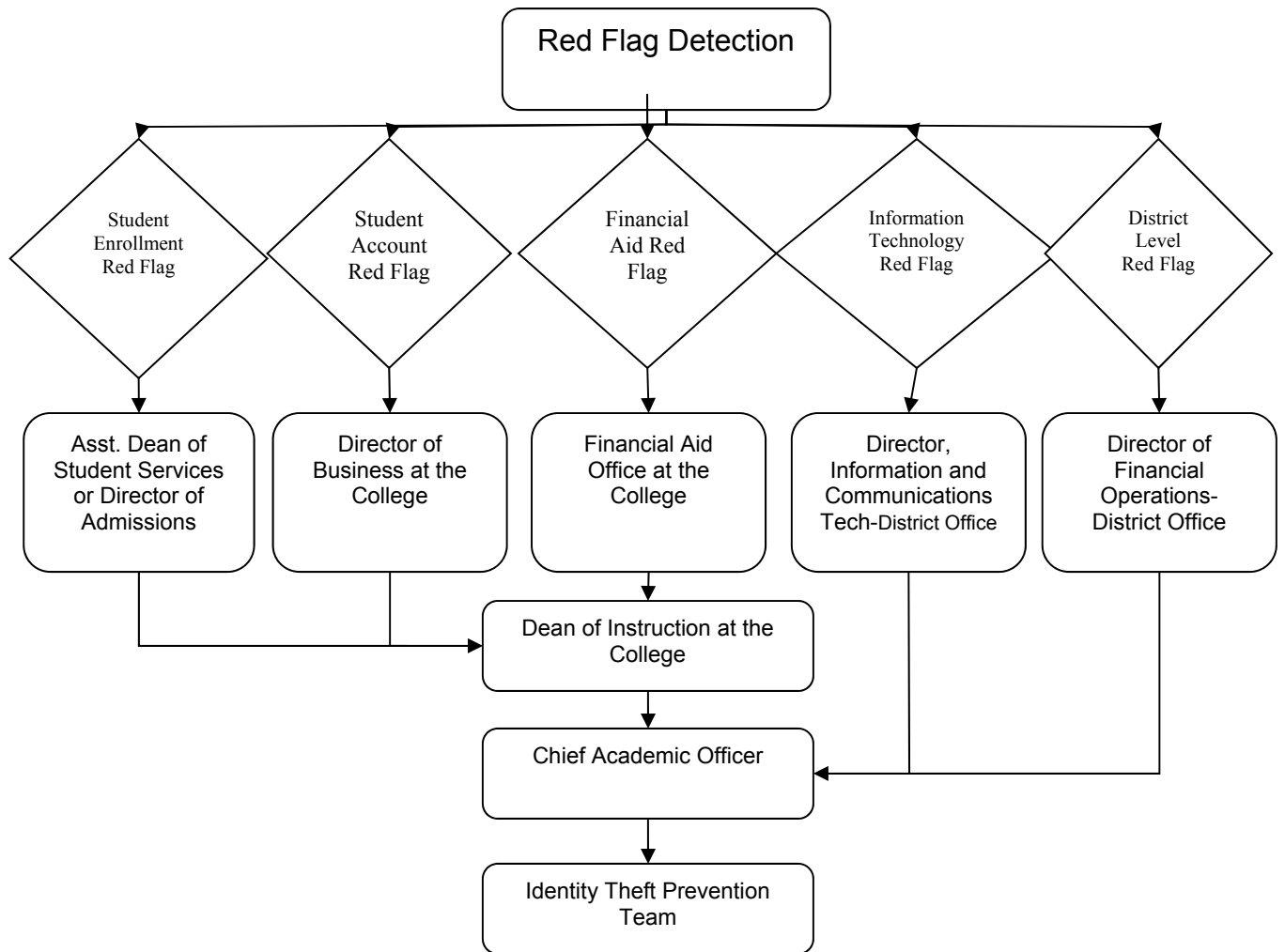
- Verifying the identification of students if they request information in person, via telephone, via facsimile or via email;
- Verifying the validity of requests to change billing address by mail or email and providing the student with a reasonable means of promptly reporting incorrect billing address changes; and
- Verifying changes in banking information given for billing and payment purposes.

Response

In the event IECC staff detects any identified Red Flags, action steps may include, but are not limited to, one or more of the following, depending on the degree of risk posed by the Red Flag:

- Monitoring a student account for evidence of identity theft;
- Contacting the student;
- Changing any passwords, security codes or other security devices that permit access to a student account;
- Reopening a student account with a new account number;
- Providing the student with a new identification number;
- Not opening a new student account;
- Closing an existing student account;
- Not attempting to collect on a student account or not selling a student account to a debt collector;
- Notifying law enforcement;
- Filing or assisting in filing a Suspicious Activities Report; or
- Determining that no response is warranted under the particular circumstances.

Any employee who detects a Red Flag associated with student enrollment will notify the Assistant Dean of Student Services or the Director of Admissions. Employees who detect a Red Flag with a student account will notify the college's Director of Business or the Director of Financial Operations at the District Office. The Financial Aid Office shall be notified if any Red Flag is detected within the financial aid area. Any Information Technology related Red Flag will be reported to the Director of Information and Communications Technology. All detections of Red Flags will be reported to the College Deans and the Dean of Academic and Student Support Services. The Identity Theft Prevention Team will review any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating identity theft. The flowchart below outlines this reporting process:



Identity Theft Prevention Team

Rita Adams	Program Director, College Support Services
Chris Cantwell	Chief Academic Officer
Bonnie Chaplin	Director of Financial Operations
Alex Cline	Director of Information and Communications Technology
Doug Shipman	Director of Business
Tiffany Cowger	Assistant Dean of Student Services

Prevention and Protection of Student Identifying Information

In order to prevent and mitigate identity theft, IECC will take the following steps with respect to internal operating procedures to protect student identifying information:

- Ensure IECC website is secure or provide clear notice that the website is not secure;
- Ensure complete and secure destruction of paper documents and computer files containing student account information when a decision has been made to no longer maintain such information;
- Ensure office computers with access to student account information are password protected;

- Limit use of social security numbers;
- Ensure computer virus protection is up to date;
- Require and keep only student information that is necessary for college purposes; and
- Provide identity theft information on IECC's webpage in the Consumer Information/Student Right to Know section.
- Provide Release of Student Information Guidelines to new and current staff who work with student accounts, student records, financial aid or other personal identifiable information.

Program Administration

Program Oversight and Reports

The Identity Theft Prevention Program is the responsibility of the administration of the District Office and the Colleges. Approval of the initial program and policy must be appropriately documented and approved by the Cabinet and the Board of Trustees. The Dean of Academic and Student Support Services is responsible for developing and implementing the program. An Identity Theft Prevention Team was formed and is responsible for monitoring and updating the program. The Identity Theft Prevention Team is responsible for ensuring appropriate training of IECC staff on the program, for reviewing any staff reports regarding the detection of Red Flags, and for reviewing the steps for preventing and mitigating identity theft. The Dean will report annually or as needed to the Cabinet on the effectiveness of the program, significant incidents involving identify theft and IECC's response, and recommendations for material changes to the program. The Dean will update the program as necessary.

Training

IECC staff with responsibilities in the areas of student accounts, student records, and financial aid will receive annual training as part of this prevention program. Training shall include detection and recognition of red flags, appropriate handling of notices, and action steps. Staff training shall be conducted for any other employees and all new employees for whom it is reasonably foreseeable may come into contact with student accounts or personally identifiable information. To ensure maximum effectiveness, employees will continue to receive additional training as changes to the program are made.

Service Provider Arrangements

In the event IECC engages a service provider to perform an activity in connection with one or more student accounts, IECC will take the following steps to make every reasonable effort that the service provider performs its activity in accordance with policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

1. Provide service providers with IECC's Identity Theft Prevention Program; and,
2. Request service providers to certify that they have received, and will abide by IECC's Identity Theft Prevention Program, and will report any Red Flags to the IECC employee with primary oversight of the service provider.

Program Updates

The Identity Theft Prevention Team will periodically review and update this program to reflect changes in risks to students and the soundness of IECC from identity theft. The

program will be re-evaluated to determine whether all aspects are up to date and applicable in the current business environment. Red flags will be reviewed and may be revised, replaced, or eliminated as determined.

Program Status and Report as of February 2016

In January of 2016, the Identity Theft Prevention Team reviewed and updated the prevention program as necessary. No major updates were made to the current Identity Theft Prevention Program. The Team will continue to annually review the program and provide identity theft and red flag training to their assigned departments and areas. The Release of Student Information Guidelines are included as part of the identity theft training. In 2015, training was completed in these areas between February 2015 and March 2015.

There was one report of a possible red flag issue in 2015. The possible breach involved the mailing of employment paperwork from Frontier Community College (FCC) to the IECC District Human Resource Office. The information breached contained mailing addresses, driver's license, social security number and banking information. The information was mailed using the postal service from FCC and the package was never received at the District Office. A mail recovery search was requested, however, the Olney Postmaster indicated that nothing could be done unless the envelope had a tracking number, which it did not. The Postmaster indicated that items which are lost within the postal service are sent to the Mail Recovery Center in Atlanta, GA and then shredded.

IECC does not believe any of the personal information was misused, however, appropriate actions and notifications were completed to assist in the detection of any identity theft and additional actions and account monitoring will be implemented if deemed necessary.

Agenda Item #8C

Academic Calendar 2017-2019

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2016
RE: Academic Calendar 2017-2019

In preparation for approval of the catalog, a two year academic calendar must be considered and adopted by the Board of Trustees.

Under contract guidelines, the District is to consult with the Illinois Eastern Community College Education Association (IECCEA) on the academic calendar. Tara Buerster, Director of Human Resources, and Rodney Ranes, President Olney Central College, met with IECCEA President Rob Mason, the association's representative, and discussed the proposed calendar.

I ask the Board's approval of the Academic Calendar for 2017-19 as proposed.

TLB/tab

Attachment

Academic Calendar 2017-2019

2017 Fall Semester

August.....	10-11	Faculty Workshop
August.....	14-16	Registration, Testing
August.....	17	First Day of Classes
September	4	Colleges Closed. Labor Day
September	18	Constitution Observance Day. Classes in session
October.....	3	No Classes. District Faculty/Staff Professional Development Day
October.....	9	Colleges Closed. Columbus Day
October.....	12	Midterm
November.....	10	Colleges Closed. Veteran's Day Observed
November.....	23-24	Colleges Closed. Thanksgiving
December	8	Last Day of Classes
December	11-14	Final Exams
December	15	Last Day of Semester.

(Colleges closed December 19, 2017 – January 1, 2018. Winter Break)

2018 Spring Semester

January	2	Colleges Open
January	3	Faculty Workshop
January	4-5	Registration, Testing
January	8	First Day of Classes
January	15	Colleges Closed. Martin Luther King, Jr. Day
February	19	Colleges Closed. President's Day
March	2	Midterm
March	5	No Classes. Casimir Pulaski Holiday
March	6-11	No Classes. Spring Break
March	30	Colleges Closed. Spring Holiday
May	4	Last Day of Classes
May	7-10	Final Exams
May	11	Last Day of Semester/Graduation

2018 Intersession

May	14	First Day of Classes
May	22	Midterm
May	28	Colleges Closed. Memorial Day
June	1	Last Day of Intersession

2018 Summer Session

June	5	First Day of Classes
June	29	Midterm
July	4	Colleges Closed. Independence Day
July	27	Last Day of Classes
July	30-31	Finals

2018 Fall Semester

August.....	9-10	Faculty Workshop
August.....	13-15	Registration, Testing
August.....	16	First Day of Classes
September	3	Colleges Closed. Labor Day
September	17	Constitution Day. Classes in Session
October.....	2	No Classes. District Faculty/Staff Professional Development Day
October.....	8	Colleges Closed. Columbus Day
October.....	11	Midterm
November.....	12	Colleges Closed. Veteran’s Day Observed
November.....	22-23	Colleges Closed. Thanksgiving.
December	7	Last Day of Classes
December	10-13	Finals
December	14	Last Day of Semester

(Colleges Closed December 19, 2018 –January 1, 2019. Winter Break)

2019 Spring Semester

January	2	Colleges Open.
January	2	Faculty Workshop
January	3-4	Registration, Testing
January	7	First Day of Classes
January	21	Colleges Closed. Martin Luther King, Jr. Day
February	18	Colleges Closed. President’s Day
March	1	Midterm
March	4	No Classes. Casimir Pulaski Holiday Observed
March	5-10	No Classes. Spring Break
April.....	19	Colleges Closed. Spring Holiday
May.....	3	Last Day of Classes
May.....	6-9	Final Exams
May.....	10	Last Day of Semester/Graduation

2019 Intersession

May.....	13	First Day of Classes
May.....	21	Midterm
May.....	27	Colleges Closed. Memorial Day
May.....	31	Last Day of Intersession

2019 Summer Session

June.....	4	First Day of Classes
June.....	28	Midterm
July.....	4	Colleges Closed. Independence Day
July.....	26	Last Day of Classes
July.....	29-30	Finals

*Pending Board approval. Cabinet approved February 3, 2016

Agenda Item #8D

Statements of Final Construction Compliance

Agenda Item #8D

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2016
RE: Statements of Final Construction Compliance

IECC is required by the Illinois Community College Board (ICCB) to take Board action on Protection, Health and Safety, Capital Renewal and state and locally funded projects completed each year.

Attached are Statements of Final Construction Compliance for Illinois Eastern Community Colleges' projects as required by the ICCB. There were \$2,871,766 in construction costs for Protection, Health and Safety projects, and State (CDB) projects completed this past year as outlined below.

<u>Project Number</u>	<u>Project Name</u>	<u>Cost</u>	<u>Actual Funds</u>
2182-0812	Asbestos Abatement LTC Activity Bldg.	\$49,935	B
2318-0914	General Code Improvements	\$661,475	B
2319-0914	Fire and Electrical Repairs	\$437,247	B
0035-0112	Various Improvements – LTC, OCC, WVC	\$388,868	R
0036-0910	Collision Repair Technology Center	\$1,334,241	C

Mr. Chairman, I request that the Board approve the attached Statements of Final Construction Compliance as presented so that they may be submitted to the ICCB.

TLB/akb

Attachment

Protection, Health, and Safety Project

Statement of Final Construction Compliance

ICCB Project Title Asbestos Abatement LTC Activity Bldg
ICCB Project # 2182-0812

Name and address of architect/engineer providing the Statement of Final Construction Compliance:

Design Architects
1400 E. Tremont St.
Hillsboro, IL 62049

Final cost of the project:

Approved Budget \$ 150,700 Actual Cost \$ 49,935

I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.

Architect/Engineer's Signature

Date

Illinois Registration or License Number

Seal

Approved by the _____ Board of Trustees

Date 2-16-16

Signed _____, Chairperson

_____, Secretary

Protection, Health, and Safety Project
Statement of Final Construction Compliance

ICCB Project Title General Code Improvements Campus-Wide
ICCB Project # 2318-0914

Name and address of architect/engineer providing the Statement of Final Construction Compliance:

Design Architects
1400 E. Tremont St.
Hillsboro, IL 62049

Final cost of the project:

Approved Budget \$ 728,541 Actual Cost \$ 661,475

I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.

Architect/Engineer's Signature

Date

Illinois Registration or License Number

Seal

Approved by the _____ Board of Trustees

Date 2-16-16

Signed _____, Chairperson

_____, Secretary

Protection, Health, and Safety Project
Statement of Final Construction Compliance

ICCB Project Title Fire and Electrical Repairs Campus-Wide
ICCB Project # 2319-0914

Name and address of architect/engineer providing the Statement of Final Construction Compliance:

Design Architects
1400 E. Tremont St.
Hillsboro, IL 62049

Final cost of the project:

Approved Budget \$ 556,772 Actual Cost \$ 437,247

I have reviewed the originally recommended construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.

Architect/Engineer's Signature

Date

Illinois Registration or License Number

Seal

Approved by the _____ Board of Trustees

Date 2-16-16

Signed _____, Chairperson

_____, Secretary

State and Locally Funded Projects
Statement of Final Completion

ICCB Project Title Various Improvements @ LTC, OCC, WVC
ICCB Project # 0035-0112

Name and address of architect/engineer providing the Statement of Final Completion:

CDB Project – Image Architects no longer in business. See attached CDB reports.

Final cost and scope of the project:

Approved Budget \$ 397,900 Actual Cost \$ 388,868

Approved Scope: Actual Scope:

Classrooms	<u>N/A</u>	<u>N/A</u>
Laboratories	<u></u>	<u></u>
Offices	<u></u>	<u></u>
Study	<u></u>	<u></u>
Special Use	<u></u>	<u></u>
Support	<u></u>	<u></u>
Other	<u></u>	<u></u>
TOTAL NASF	<u></u>	<u></u>
TOTAL GSF	<u></u>	<u></u>

I have reviewed the originally approved construction program, cost estimate, actual construction work in place, and contractor's pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.

Architect/Engineer's Signature

Date

Illinois Registration or License Number

Seal

District Official's Signature

2-16-16

Date

State and Locally Funded Projects

Statement of Final Completion

ICCB Project Title Collision Repair Technology Center
ICCB Project # 0036-0910

Name and address of architect/engineer providing the Statement of Final Completion:

CDB Project – Image Architects no longer in business. See attached CDB reports.

Final cost and scope of the project:

Approved Budget \$ 1,497,000 Actual Cost \$ 1,334,241

Approved Scope: Actual Scope:

Classrooms	<u>400</u>	<u>600</u>
Laboratories	<u>4,000</u>	<u>4,650</u>
Offices	<u>200</u>	<u>340</u>
Study	<u> </u>	<u> </u>
Special Use	<u> </u>	<u> </u>
Support	<u>400</u>	<u>480</u>
Other	<u> </u>	<u> </u>
TOTAL NASF	<u>5,000</u>	<u>6,070</u>
TOTAL GSF	<u>7,980</u>	<u>7,980</u>

I have reviewed the originally approved construction program, cost estimate, actual construction work in place, and contractor’s pay records, and hereby certify that to the best of my knowledge the project has been constructed within the original or amended budget and has met applicable plans, codes, and specifications.

Architect/Engineer’s Signature Date

Illinois Registration or License Number Seal

District Official’s Signature

2-16-16
Date

Agenda Item #8E

Annual Report of 403(b)

Agenda Item #8E

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2016
RE: Calendar Year Report – 403(b) Plan

Since 2009, the District has administered the IECC 403(b) Plan for the benefit of its employees using an IRS approved plan provided by our plan advisor, J. W. Terrill Retirement Services. Submitted for the Board's review and acceptance is the Calendar Year 403(b) Plan Report.

Under the plan employees can defer salary, up to IRS determined limits, into many different investment alternatives provided by the plan. The IECC plan promotes diversification and investing based on an employee's chosen risk tolerance.

There is currently no matching contribution by the District, however employee participation is encouraged and the benefits of participation are explained to employees throughout the year. Plan assets at December 31, 2015 totaled \$2,647,000.

The Board, CEO, and CFO have a fiduciary responsibility to monitor the plan. Due to its size, a copy of the monitoring report has been sent to the Board under separate cover.

I ask the Board's acceptance of the Calendar Year 2015 Report for the IECC 403(b) Plan.

TLB/akb

Agenda Item #8F

Ruth Henry Stage Dedication

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2016
RE: Ruth Henry Stage Dedication

Ruth Henry directed theater productions at Olney Central College until her death on November 19, 2015. She served as Director and Adjunct Instructor for more than 40 years and oversaw the development of drama and other programming in the John D Stull Performing Arts Center. Ruth also taught piano and voice lessons for many decades through OCC. In April of 2006, Ruth was honored for 30 years of service to the college and community with a plaque in the Theater foyer that states: "This is the house that Ruth built." She was a dedicated employee who provided artistic opportunities to students and community members.

OCC theater students and staff have worked since Ruth Henry's death to honor her dedicated service to the college. The community, students and staff have planned to celebrate her service prior to the first Spring play performance on March 11, 2016 and would like to formally dedicate the stage in her name. The community also has responded to calls to celebrate her life and service by establishing a scholarship in her name through the OCC Foundation. More than \$5,000 has been raised for the Ruth Henry Scholarship.

I would ask that the Board approve the request of the community, students and staff that a plaque be placed near the stage in her honor.

TLB/rs

Agenda Item #8G

New Maintenance Fee Charge

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2016
RE: New Maintenance Fee Charge

The uncertainty of the state to fund the community college system has forced the Cabinet to review the District's current tuition rates and fees and other community college tuition rates and fees.

Based on this review, it is the recommendation of the Cabinet to implement a \$10 per credit hour mandatory Maintenance Fee, which will raise approximately \$1.1 million dollars per year.

This new fee would be effective Summer Term 2016 and would be used to support the maintenance and infrastructure of the colleges.

I recommend that the Board approve the new \$10 per credit hour Maintenance Fee.

TLB/rs

Agenda Item #8H

Allied Health Tuition Rates Effective Summer Term

Agenda Item #8H

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2016
RE: Allied Health Tuition Rates Effective Summer Term 2016

The District operates a highly professional nursing program at each of the four colleges. Graduates from the program who take the NCLEX have a high passage rate, indicating the high standards maintained by the program.

The Cabinet has reviewed the District's current Allied Health (AH) tuition rates, and the Allied Health tuition rates at our peer institutions. Based on this review, it is the recommendation of the Cabinet to establish the Allied Health Tuition Rates per credit hour effective Summer Term 2016 as follow:

	<u>Proposed AH Tuition Rates</u>	<u>Current AH Tuition Rates</u>
In-District	\$ 140.00	\$ 124.50
Special Out-of-District	\$ 160.00	\$ 142.50
Indiana Students in		
Designated Counties	\$ 190.00	\$ 180.00
Out-of-District	\$ 450.00	\$ 402.61
U.S. Resident/Out-of-State	\$ 555.00	\$ 495.91
Non U.S. Resident	\$ 555.00	\$ 495.91

These Allied Health tuition rates were chosen based on the high demand of the Nursing and Radiography programs which have greater associated costs to run and whose participants have the opportunity for competitive wages upon graduation. The District has carefully reviewed all aspects of this increase in Allied Health tuition and feel it is a fiscally responsible requirement without affecting access to education and allows the District to remain competitive with peer institutions.

I recommend the Board's approval of these Allied Health Tuition Rates for the following courses effective with the Summer Term 2016.

TLB/rs

Attachment

Nursing and Radiography Courses Recommended for Allied Tuition Rate For FY2017					
February 16, 2016					
Nursing			Radiography		
Course No.	Course Name	Credit Hours	Course No.	Course Name	Credit Hours
NUR 1200	Applied Nursing Pharmacology	3	RAD 1201	Introduction to Radiography	3
NUR 1201	Nursing I	10	RAD 1204	Radiographic Procedures I	4
NUR 1202	Nursing II	10	RAD 1206	Applied Clinical Radiology I	2
NUR 1203	Clinical Nursing	6	RAD 1207	Intro to Radiographic Processing	2
NUR 1204	Nursing Constructs	3	RAD 1208	Radiology Patient Care	3
NUR 1205	Transition to Nursing	4	RAD 1209	Radiologic Science	3
NUR 1206	Practical Nurse Review Course	1	RAD 1210	Clinical Observation	0.5
NUR 1207	Fundamental Nursing Skills	2	RAD 1211	Radiography Orientation	0.5
NUR 1208	Independent Study in Nursing	6	RAD 1215	Radiographers Mathematics	2
NUR 1209	Adv. Topics Nurs & Health Care	6	RAD 1221	Clinical Radiographic Pathology	3
NUR 2201	Nursing III	10	RAD 1222	Principles of Radiographic Exposure	3
NUR 2202	Nursing IV	10	RAD 1223	Quality Improvement	2
NUR 2203	Health Assessment for Nurses	3	RAD 1224	Radiographic Procedures II	4
NUR 2204	Pharmacology for Nurses	3	RAD 1226	Applied Clinical Radiology II	2
NUR 2205	Registered Nurse Review Course	2	RAD 1227	Contrast Procedures	2
			RAD 1228	Radiation Biology and Protection	3
			RAD 1229	Research in Radiology	1
			RAD 1236	Applied Clinical Radiology III	2
			RAD 1246	Applied Clinical Radiology IV	3
			RAD 1256	Applied Clinical Radiology V	3
			RAD 1601	Radiologic Technology Refresher	4
			RAD 1603	Radiologic Technology Seminar	0.5
			RAD 2201	Advanced Imaging and Modalities	3
			RAD 2203	Radiologic Sectional Anatomy	3
			RAD 2204	Registry Review	1
			RAD 2205	Radiology Supervisor Skills	1

Agenda Item #8I

Corrected Special Warranty Deed for Transfer to FCC Foundation

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2016
RE: Corrected Special Warranty Deed for Transfer to FCC Foundation

At the September 15, 2015 regular meeting of the Board of Trustees, the Board approved the sale of 1.16 acres of District property to the Frontier Community College Foundation. To comply with title insurance company requirements, the Board, on November 17, 2015 approved the deed of conveyance.

Following the Board action on November 17, 2015, the Foundation entered into negotiations with Kieffer Development, LLC concerning the sale of the property. As part of that sale, Kieffer Development offered to add a 98 X 61 extension to the existing student parking lot located west of the existing Workforce Development Building.

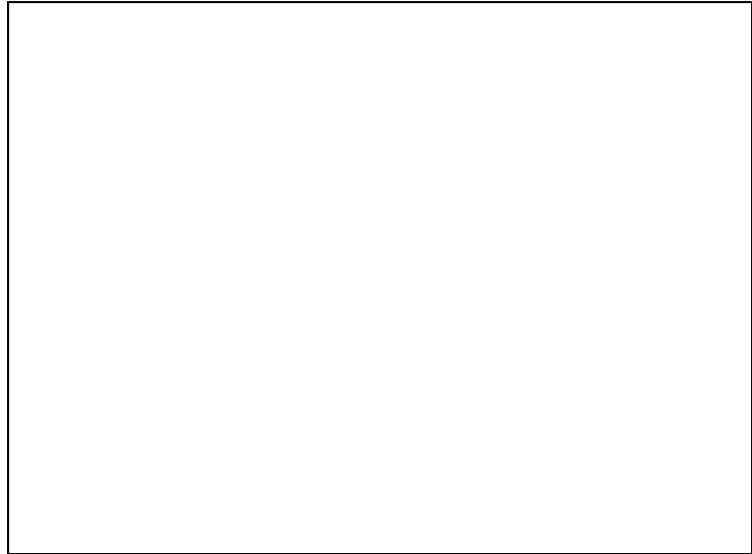
That expansion would be done at the expense of Kieffer Development and in exchange the District would convey an easement over its existing parking lot. The original deed indicated that Kieffer Development would stabilize the soil under the existing parking lot and the extension and maintain both the lot and the extension in the future by spreading and maintaining a minimum of six inches of CA6 aggregate base on the existing parking lot and the parking lot extension. That was a misunderstanding of the agreement between the FCC Foundation and Kieffer Development. This corrected deed conveys the property and the easement, but does not require the stabilization of the soil under the existing parking lot.

I ask the Board's approval of this Corrected Special Warranty Deed and the easement contained therein.

TLB/rs

Attachment

SPECIAL
WARRANTY
DEED



THE GRANTOR, ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 of the County of Richland, State of Illinois; for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, CONVEYS, TRANSFERS, ASSIGNS and SETS OVER unto the GRANTEE, FRONTIER COMMUNITY COLLEGE FOUNDATION, an Illinois Not for Profit Corporation, with principal office located in the County of Wayne and State of Illinois, the following described real estate, situated in the County of Wayne, State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State:

A Tract described as being 30 feet of even width off of the West side of Lot Number 22 and all of Lot Number 23 except 260 feet of even width off of the West side of said Lot Number 23, all in Fairfield Industrial Park, as per plat filed of record in Plat Book Record "B", at page 112, in the office of the Recorder of Wayne County, Illinois; together with an easement for vehicle parking and travel over and across the East 100 feet of the West 130 feet of even width off the West side of said Lot 22 in said Fairfield Industrial Park, which easement shall be a covenant running with the land for the benefit of said Tract, for the use by and benefit of the Grantee, its representatives, employees, agents, tenants, and assigns, which easement shall include the use of an existing parking lot, as the same shall be extended by Grantee or its assigns at its sole cost to dimensions of not less than 289 feet in length running North and South and not less than 98 feet in width running East and West, and a two lane driveway providing ingress and egress from said existing parking lot to Industrial

Drive; with the Grantee or its assigns, as owners of said Tract, to have and assume all costs for and the responsibility of: (1) extending the existing parking lot to the North line of said Lot 22 with at least the overall dimension above stated;

(2) stabilizing the soil under the surface of said parking lot extension as may be required from time to time to maintain an all weather traffic surface thereon; and (3) spreading and thereafter maintaining a minimum of 6 inches of CA6 aggregate base on said existing parking lot, parking lot extension, and driveway; and with the Grantor to have and assume all other costs for and the responsibility of maintaining said parking lot, parking lot extension, and driveway, including but not limited to snow removal, and paying all real estate taxes and assessments against the real estate covered by said easement, if any.

The covenants of warranty of this deed are made subject to taxes and assessments, and any liens, therefore, all easements, rights-of-way, mineral conveyances, mineral reservations, oil and gas leases and restrictive covenants appearing of record.

Together with all appurtenances thereto and the improvements thereon in their now existing condition, but subject to: (a) all public and private roads and easements; (b) covenants, conditions and restrictions of record; (c) oil, gas, coal and other mineral reservations, conveyances and rights severed by leases of record; (d) taxes and assessments, and any liens therefore; (e) matters which would be disclosed by a survey; and (f) zoning laws, regulations and ordinances affecting said property.

This deed is exempt under provisions of Paragraph b, Section 31-45, of the Real Estate Transfer Law.

GRANTEES ADDRESS
Frontier Community College Foundation
Fairfield, Illinois

DATED this ____ day of _____, 2016.

Illinois Eastern Community College
District #529

By: _____

ATTEST:

STATE OF ILLINOIS)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ officer whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____, 2016.

Notary Public

Prepared by:
Richard L. Kline, Attorney at Law
2399 IL Hwy 15
Fairfield, IL 62837
Telephone: 618-842-2200
Fax: 618-842-2230

Agenda Item #8J

Motorcycle Safety Agreement with SIU-Carbondale

Agenda Item #8J

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 2016
RE: Motorcycle Safety Agreement with SIU-Carbondale

Southern Illinois University (SIU) has proposed a continuation of their Motorcycle Rider Program facility use agreement for each of the District's four colleges for 2016.

The Board has approved these agreements in the past and SIU has successfully operated Motorcycle Rider Programs at each college.

I ask the Board's approval of the attached four agreements.

TLB/rs

Attachments

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2016 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Frontier Community College (“FCC”) in Fairfield, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, FCC owns property in Fairfield suitable for offering the Courses; and

WHEREAS, FCC and University agree that offering the Courses at FCC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. FCC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by FCC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. FCC shall be named as additional insured to this policy;
 - B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management

Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from FCC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, FCC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of FCC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. FCC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of cancellation or non-renewal of above described insurance, FCC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless FCC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at FCC. To the extent permitted by law, FCC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of FCC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following:

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to FCC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2016, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
FRONTIER COMMUNITY COLLEGE

By: _____
Brad Colwell, Interim Chancellor
Southern Illinois University Carbondale

By: _____
Terry L. Bruce
Chief Executive Officer
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2016 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Lincoln Trail College (“LTC”) in Robinson, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, LTC owns property in Robinson suitable for offering the Courses; and

WHEREAS, LTC and University agree that offering the Courses at LTC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. LTC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by LTC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. LTC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from LTC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, LTC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of LTC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. LTC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of cancellation or non-

renewal of above described insurance, LTC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless LTC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at LTC. To the extent permitted by law, LTC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of LTC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following:

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to LTC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commences as of the Effective Date and continues through the end of the approved course schedule for 2016, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
LINCOLN TRAIL COLLEGE

By: _____
Brad Colwell, Interim Chancellor
Southern Illinois University Carbondale

By: _____
Terry L. Bruce
Chief Executive Officer
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2016 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Olney Central College (“OCC”) in Olney, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, OCC owns property in Olney suitable for offering the Courses; and

WHEREAS, OCC and University agree that offering the Courses at OCC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. OCC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by OCC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:
 - A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. OCC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from OCC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, OCC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of OCC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. OCC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from University. In the event of cancellation or non-

renewal of above described insurance, OCC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless OCC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at OCC. To the extent permitted by law, OCC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of OCC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following:

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to OCC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commence as of the Effective Date and continue through the end of the approved course schedule for 2016, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
Olney Central College

By: _____
Brad Colwell, Interim Chancellor
Southern Illinois University Carbondale

By: _____
Terry L. Bruce
Chief Executive Officer
Illinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into and is effective this 1st day of March, 2016 (“Effective Date”), between the Board of Trustees of Southern Illinois University (“University”), on behalf of the Safety Center located at Carbondale, Illinois and the Wabash Valley College (“WVC”) in Mt. Carmel, Illinois.

WHEREAS, the University offers Motorcycle Rider Courses (“Courses”) pursuant to the Motorcycle Rider Training Program (“Program”) to local communities throughout southern and central Illinois;

WHEREAS, the University requires real property suitable to offer the Courses and situated near to those local communities;

WHEREAS, WVC owns property in Mt. Carmel suitable for offering the Courses; and

WHEREAS, WVC and University agree that offering the Courses at WVC would be mutually beneficial.

NOW THEREFORE, the parties mutually agree as follows:

1. The recitals hereinabove are incorporated by reference into the terms of this Agreement as though fully stated herein.
2. WVC will make certain real property available to the University during various periods of time commencing after the date of this Agreement, which times shall be specifically requested in writing by the University and approved in writing by WVC, for offering the Courses.
3. For the term of this Agreement, SIUC agrees to maintain the following insurance coverage:

A. Commercial general liability insurance coverage for bodily injury liability and property damage liability limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage. WVC shall be named as additional insured to this policy;

B. Automobile liability coverage furnished to the University by the State of Illinois through the State of Illinois Self-Insured Automobile Liability Plan, administered by the State of Illinois Department of Central Management Services, providing coverage of \$1,000,000 for all state-owned and leased vehicles while engaged in state business. This coverage is excess of other available insurance and coverage details can be found at http://www.cms.il.gov/cms/2_servicese_ben/autoplan.htm, or by printed copy upon request;

C. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees;

D. Educator's professional liability coverage limited to \$1,000,000 per occurrence; and

E. Personal property insurance covering the cargo container and the contents thereof.

Certificates of Insurance ("COI") providing evidence of these coverage's may be provided upon request from WVC. In the event of cancellation or non-renewal of above described insurance, SIUC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

4. For the term of this Agreement, WVC shall procure and maintain the following insurance coverage:

A. Commercial general liability insurance "occurrence" basis coverage for bodily injury liability, including death, property damage liability, in connection with the performance of this Agreement with minimum limits of \$1,000,000 per occurrence; and

B. Workers compensation insurance for all employees of WVC as required by applicable law.

The insurance companies providing the aforementioned coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. WVC shall maintain such insurance for the duration of the agreement. Certificates of Insurance ("COI") providing evidence of these

coverage's may be provided upon request from University. In the event of cancellation or non-renewal of above described insurance, WVC shall provide thirty (30) days advance written notice of such cancellation or non-renewal.

5. The individuals signing this Agreement on behalf of his/her respective party hereby warrant that he/she has the necessary authority to bind said party to this Agreement.

6. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, the University shall indemnify and hold harmless WVC, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of University, its agents or employees to the extent such actions, omissions or misconduct arise from the conduct of the Courses at WVC. To the extent permitted by law, WVC shall indemnify and hold harmless the University, its agents and employees, from any third party claims, demands, or action arising out of the negligent or reckless actions or omissions or intentional misconduct of WVC, its agents or employees to the extent such actions or omissions occur during the term of this Agreement. In the event either party is notified of any alleged injury, claim, demand, or action, it shall provide written notice to the other of such injury, claim, demand, or action within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice.

7. All notices required by this Agreement shall be in writing and sent via certified or registered mail or a nationally recognized courier service or via email if any email address is provided below.

Notices to University for purposes of this Agreement shall be sent via certified mail or to the following:

Jared Borrenpohl
Safety Center, Mail Code 6731
1435 Douglas Drive
Southern Illinois University
Carbondale, Illinois 62901

Notices to WVC for purposes of this Agreement shall be sent to the following:

8. This Agreement may be terminated by either party upon thirty (30) day advance written notice.

9. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

10. This Agreement commences as of the Effective Date and continues through the end of the approved course schedule for 2016, unless either party terminates this Agreement as set forth in Section 8 herein. The parties may renew this agreement by written mutual agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as to the day and year first written above.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529
Wabash Valley College

By: _____
Brad Colwell, Interim Chancellor
Southern Illinois University Carbondale

By: _____
Terry L. Bruce
Chief Executive Officer
Illinois Eastern Community Colleges

Agenda Item #8K

Affiliation Agreements

Crawford Memorial Hospital/Rural Health Clinic – Health Informatics
Wabash General Hospital – Health Informatics

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: February 16, 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 for the following programs and locations:

Health Informatics Program

Crawford Memorial Hospital/Rural Health Clinic, Robinson, Illinois - FCC

Wabash General Hospital, Mt. Carmel, Illinois - FCC

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

TLB/rs

Attachments

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT # 529
FRONTIER COMMUNITY COLLEGE
HEALTH INFORMATICS PROGRAM
AGENCY AGREEMENT**

THIS AGREEMENT made and entered into this 19th day of January, 2016 by and between **ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE**, for its Health Informatics Program (hereinafter referred to as FRONTIER COMMUNITY COLLEGE) and **CRAWFORD MEMORIAL HOSPITAL/RURAL HEALTH CLINIC** (hereinafter referred to as AGENCY):

WITNESSETH THAT:

WHEREAS, FRONTIER COMMUNITY COLLEGE desires to make use of the AGENCY'S facilities for Internships by students of the Health Informatics Program, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and faculty of FRONTIER COMMUNITY COLLEGE for the purpose of gaining knowledge and experience in the field of Health Informatics,

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 Health Informatics 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 Health Informatics lead faculty on behalf of FRONTIER COMMUNITY 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. The FRONTIER COMMUNITY COLLEGE lead faculty 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 FRONTIER COMMUNITY COLLEGE lead faculty. The lead faculty 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 of safety, health, and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The FRONTIER COMMUNITY COLLEGE lead faculty 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. The process will be cleared through the FRONTIER COMMUNITY COLLEGE lead faculty who will remove the student(s) from the internship.

5. If a physical exam or TB test is required, these will be scheduled through AGENCY with no cost to the student.

The 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 lead faculty 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, FRONTIER COMMUNITY COLLEGE lead faculty and student(s). Compensation is not a requirement. Neither FRONTIER COMMUNITY 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 through FRONTIER COMMUNITY COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made in December of each year, as requested by facility, if either party requests the review. If AGENCY wants to continue with agreement, no action should be taken. If AGENCY wishes to review and modify AGREEMENT, contact should be made with FRONTIER COMMUNITY COLLEGE. 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 FRONTIER COMMUNITY COLLEGE's Health Informatics 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 experience needed for graduation at the AGENCY.

9. AGENCY may require the removal of a student, if this is deemed necessary by the AGENCY in the interest of patient care.

The student(s) subject to this agreement are not agents or employees of the AGENCY.

FRONTIER COMMUNITY COLLEGE will maintain for each Student and faculty member assigned to AGENCY professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. If FRONTIER COMMUNITY COLLEGE procures professional liability coverage that is not on an "occurrence basis," FRONTIER COMMUNITY COLLEGE or Student shall, at all times, maintain insurance coverage for medical professional liability directly or indirectly resulting from acts or omissions of FRONTIER COMMUNITY COLLEGE or FRONTIER COMMUNITY COLLEGE's employees and agents (including Student), occurring in whole or in part during the term of this agreement ("Continuing Coverage"). In addition, FRONTIER COMMUNITY COLLEGE shall maintain general liability insurance on an occurrence basis for FRONTIER COMMUNITY COLLEGE and all its Students, employees, and faculty members participating in training programs at AGENCY. The limits for general liability shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. FRONTIER COMMUNITY COLLEGE shall also maintain workers' compensation insurance for any employees of FRONTIER COMMUNITY COLLEGE performing services under this agreement. FRONTIER COMMUNITY COLLEGE shall furnish AGENCY with a certificate of

insurance before the beginning date of each Student's assignment at the AGENCY. Such certificate of insurance shall provide that AGENCY shall receive thirty (30) days' written notice prior to the effective date of any cancellation of such insurance.

FRONTIER COMMUNITY COLLEGE agrees that it and its students and faculty will comply with the purpose and standards recommended by The Joint Commission.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 19th day of January, 2016.

**CRAWFORD MEMORIAL HOSPITAL/
RURAL HEALTH CLINIC
1107 NORTH ALLEN
ROBINSON, IL 62454
618-544-3125**

**ILLINOIS EASTERN COMMUNITY COLLEGES
FRONTIER COMMUNITY COLLEGE,**

Chairman, IECC Board of Trustees

Administrator, Hospital or Agency

President, Frontier Community College

Dean, Frontier Community College

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.

Adopted 6-2005

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT # 529
FRONTIER COMMUNITY COLLEGE
HEALTH INFORMATICS PROGRAM
AGENCY AGREEMENT**

THIS AGREEMENT made and entered into this 19th day of January, 2016 by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE, for its Health Informatics Program (hereinafter referred to as FRONTIER COMMUNITY COLLEGE) and WABASH GENERAL HOSPITAL (hereinafter referred to as AGENCY):

WITNESSETH THAT:

WHEREAS, FRONTIER COMMUNITY COLLEGE desires to make use of the AGENCY'S facilities for Internships by students of the Health Informatics Program, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and faculty of FRONTIER COMMUNITY COLLEGE for the purpose of gaining knowledge and experience in the field of Health Informatics.

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 Health Informatics 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 Health Informatics lead faculty on behalf of FRONTIER COMMUNITY 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. The FRONTIER COMMUNITY COLLEGE lead faculty 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 FRONTIER COMMUNITY COLLEGE lead faculty. The lead faculty 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 of safety, health, and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The FRONTIER COMMUNITY COLLEGE lead faculty 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. The process will be cleared through the FRONTIER COMMUNITY COLLEGE lead faculty who will remove the student(s) from the internship.

5. If a physical exam or TB test is required, these will be scheduled through AGENCY with no cost to the student.

The 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 lead faculty 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, FRONTIER COMMUNITY COLLEGE lead faculty and student(s). Compensation is not a requirement. Neither FRONTIER COMMUNITY 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 through FRONTIER COMMUNITY COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made in December of each year, as requested by facility, if either party requests the review. If AGENCY wants to continue with agreement, no action should be taken. If AGENCY wishes to review and modify AGREEMENT,

contact should be made with FRONTIER COMMUNITY COLLEGE. 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 FRONTIER COMMUNITY COLLEGE's Health Informatics 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 experience needed for graduation at the AGENCY.

9. AGENCY may require the removal of a student, if this is deemed necessary by the AGENCY in the interest of patient care.

The student(s) subject to this agreement are not agents or employees of the AGENCY.

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

FRONTIER COMMUNITY COLLEGE agrees that it and its students and faculty will comply with the purpose and standards recommended by The Joint Commission.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 19th day of January, 2016.

WABASH GENERAL HOSPITAL
1418 COLLEGE DR
MT CARMEL IL 62863
(618) 262-8621

ILLINOIS EASTERN COMMUNITY COLLEGES
FRONTIER COMMUNITY COLLEGE,

Chairman, IECC Board of Trustees

Administrator, Hospital or Agency

Chief Executive Officer,
Illinois Eastern Community Colleges

President, Frontier Community College

Dean, Frontier Community College

Internship Program Coordinator

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 6-2005

Agenda Item #9

Bid Committee Report

None

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

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

FUND	BALANCE
Educational	\$3,656,811.37
Operations & Maintenance	\$1,242,859.52
Operations & Maintenance (Restricted)	\$223,893.66
Bond & Interest	\$631,867.23
Auxiliary	\$908,815.76
Restricted Purposes	(\$108,179.68)
Working Cash	\$199,993.14
Trust & Agency	\$495,134.36
Audit	(\$9,969.57)
Liability, Protection & Settlement	\$753,938.63
TOTAL ALL FUNDS	\$7,995,164.42

Respectfully submitted,

Roger Browning, Treasurer

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

	ALL FUNDS <hr style="border: 1px solid black;"/> Fiscal Year 2016 <hr style="border: 1px solid black;"/>
ASSETS:	
CASH	7,995,164
IMPREST FUND	21,400
CHECK CLEARING	12,500
INVESTMENTS	19,090,000
RECEIVABLES	3,080,381
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	605,104
OTHER ASSETS	607,971
TOTAL ASSETS AND OTHER DEBITS:	<hr style="border: 1px solid black;"/> 31,412,520
 LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	328,268
ACCOUNTS PAYABLE	231,772
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
OTHER LIABILITIES	-
TOTAL LIABILITIES:	<hr style="border: 1px solid black;"/> 560,040
 EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	2,700,929
PR YR BDGTD CHANGE TO FUND BALANCE	978,935
 FUND BALANCES:	
FUND BALANCE	20,381,469
RESERVE FOR ENCUMBRANCES	6,791,147
TOTAL EQUITY AND OTHER CREDITS	<hr style="border: 1px solid black;"/> 30,852,480
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 <hr style="border: 3px double black;"/> 31,412,520

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

ALL FUNDS

FY 2016
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	6,804,460
STATE GOVT SOURCES	0
STUDENT TUITION & FEES	11,624,791
SALES & SERVICE FEES	2,621,881
FACILITIES REVENUE	5,480
INVESTMENT REVENUE	97,524
OTHER REVENUES	142,752
TOTAL REVENUES:	21,296,888

EXPENDITURES:

INSTRUCTION	6,398,198
ACADEMIC SUPPORT	269,527
STUDENT SERVICES	1,038,947
PUBLIC SERV/CONT ED	36,122
OPER & MAINT PLANT	1,651,412
INSTITUTIONAL SUPPORT	8,477,315
SCH/STUDENT GRNT/WAIVERS	5,259,773
AUXILIARY SERVICES	3,317,714
TOTAL EXPENDITURES:	26,449,008

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	-5,152,120
-------------------------------------	------------

**Illinois Eastern Community Colleges
Operating Fund Analysis
CASH BASIS**

July 1, 2015 -- January 31, 2016

	Education Fund	O & M Fund	Total Operating Funds
REVENUES:			
Local Government Sources	2,525,059	1,081,569	3,606,628
State Government Sources - Current Year	-	-	-
State Government Sources - Prior Year	2,165,592	-	2,165,592
Net Tuition and Fees	3,307,093	-	3,307,093
Sales & Service Fees	73,254	-	73,254
Facilities Revenue	-	4,690	4,690
Investment Revenue	44,456	16,252	60,708
Other Revenues	65,401	-	65,401
TOTAL REVENUES:	<u>8,180,855</u>	<u>1,102,511</u>	<u>9,283,366</u>
 EXPENDITURES:			
Salaries	8,244,725	501,258	8,745,983
Employee Benefits	1,383,243	116,593	1,499,836
Contractual Services	214,759	164,453	379,212
Materials	656,026	96,184	752,210
Travel & Staff Development	112,909	2,468	115,377
Fixed Charges	121,979	17,736	139,715
Utilities	45,495	581,624	627,119
Capital Outlay	33,914	43,817	77,731
Other	34,869	307	35,176
TOTAL EXPENDITURES:	<u>10,847,919</u>	<u>1,524,440</u>	<u>12,372,359</u>
 TRANSFERS :			
Interfund Transfers	<u>(1,439,897)</u>	<u> </u>	<u>(1,439,897)</u>
TOTAL TRANSFERS:	<u>(1,439,897)</u>	<u>-</u>	<u>(1,439,897)</u>
 NET INCREASE / (DECREASE)			
	<u><u>(4,106,961)</u></u>	<u><u>(421,929)</u></u>	<u><u>(4,528,890)</u></u>

**OPERATING FUNDS
COMPARISON REPORT FY14-16**

College	Category	FISCAL YEAR 2014			FISCAL YEAR 2015			FISCAL YEAR 2016			
		Anticipated Budget	Spent Thru January	% of Bdg	Anticipated Budget	Spent Thru January	% of Bdg	Anticipated Budget	Spent Thru January	% of Bdg	% of Year
Frontier	Bills		\$ 782,466		\$ 1,103,244		\$ 1,054,767				
	Payroll		1,112,602		1,170,671		1,246,330				
	Totals	\$ 3,458,802	1,895,068	55%	\$ 4,283,530	2,273,915	53%	\$ 4,255,407	2,301,097	54%	58%
Lincoln Trail	Bills		1,134,266		1,368,088		1,252,081				
	Payroll		1,444,867		1,283,609		1,276,139				
	Totals	\$ 4,494,153	2,579,133	57%	\$ 4,540,934	2,651,697	58%	\$ 4,505,520	2,528,220	56%	58%
Olney Central	Bills		1,733,310		1,709,982		1,583,777				
	Payroll		3,159,554		2,601,512		2,537,910				
	Totals	\$ 7,839,976	4,892,864	62%	\$ 7,866,901	4,311,494	55%	\$ 7,801,886	4,121,687	53%	58%
Wabash Valley	Bills		1,672,173		1,881,569		1,899,350				
	Payroll		1,866,402		1,727,381		1,757,595				
	Totals	\$ 6,078,045	3,538,575	58%	\$ 6,111,313	3,608,950	59%	\$ 6,076,922	3,656,945	60%	58%
Workforce Educ.	Bills		2,416,052		1,916,922		2,052,546				
	Payroll		906,427		780,165		731,103				
	Totals	\$ 6,193,255	3,322,479	54%	\$ 5,577,344	2,697,087	48%	\$ 5,477,706	2,783,649	51%	58%
District Office	Bills		194,399		194,142		198,585				
	Payroll		571,830		565,537		606,353				
	Totals	\$ 1,298,178	766,229	59%	\$ 1,318,178	759,679	58%	\$ 1,326,446	804,938	61%	58%
District Wide	Bills		1,008,196		1,025,003		845,043				
	Payroll		448,287		516,179		590,553				
	Totals	\$ 2,753,908	1,456,483	53%	\$ 2,791,650	1,541,182	55%	\$ 2,756,727	1,435,596	52%	58%
GRAND TOTALS		\$32,116,317	\$ 18,450,831	57%	\$32,489,850	\$ 17,844,004	55%	\$ 32,200,613	\$17,632,132	55%	58%

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

	<u>FY 2016</u>		<u>FY 2015</u>		<u>Increase</u>
	<u>Amount</u>	<u>% of Total</u>	<u>Amount</u>	<u>% of Total</u>	<u>(Decrease)</u>
Salaries	8,745,983	49.60%	8,645,054	48.45%	100,929
Employee Benefits	1,499,836	8.51%	1,445,530	8.10%	54,306
Contractual Services	379,212	2.15%	381,608	2.14%	(2,396)
Materials	752,211	4.27%	1,103,689	6.19%	(351,478)
Travel & Staff Development	115,377	0.65%	150,106	0.84%	(34,729)
Fixed Charges	139,715	0.79%	129,016	0.72%	10,699
Utilities	627,119	3.56%	622,907	3.49%	4,212
Capital Outlay	77,731	0.44%	133,771	0.75%	(56,040)
Other	5,294,948	30.03%	5,232,323	29.32%	62,625
	<u>17,632,132</u>	<u>100.00%</u>	<u>17,844,004</u>	<u>100.00%</u>	<u>(211,872)</u>

Agenda Item #11

Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

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

Agenda Item #14

Approval of Personnel Report

Agenda Item #15

Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Other Items

Agenda Item #18

Adjournment

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

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

1/31/2016