

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**July 19, 2016**



**Location:**

**Lincoln Trail College  
11220 Highway 1  
Robinson, Illinois 62454**

**Dinner – 6:00 p.m. – Lincoln Room  
Meeting – 7:00 p.m. - Cafeteria**

*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**

**July 19, 2016  
7:00 p.m.  
Lincoln Trail College  
Cafeteria**

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. 100.31 Preventing Sexual Violence in Higher Education
  - B. 300.22 Purchasing Diversity
7. Policy Second Reading ..... Bruce
  - A. None
8. Staff Recommendations for Approval
  - A. 2016-2017 Catalog ..... Cantwell
  - B. Emergency Response Plans ..... Cantwell
  - C. 2016 Biennial Review Report ..... Cantwell
  - D. Articulation Agreement between SIU-C and IECC – Radiologic Science ..... Cantwell
  - E. Articulation Agreement between SIU-C and IECC – Health Care Management .... Cantwell
  - F. Prevailing Wage ..... Browning
  - G. Affiliation Agreement with Wabash General Hospital – Phlebotomy ..... Bruce
  - H. Affiliation Agreement with Hamilton Memorial Hospital – Phlebotomy ..... Bruce
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 Bob Boyles Hall, at Frontier Community College, Fairfield, Illinois, Tuesday, June 21, 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, Jan Ridgely. Also present was Gideon Raley, student trustee. Trustees absent: Michael K. Correll, Alan Henager. 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.

Rodney Raney, President of Olney Central College.

Roger Browning, Chief Finance Officer/Treasurer.

Paul Bruinsma, Dean of Instruction of Frontier Community College.

Tara Buerster, Director of Human Resources.

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

David Carpenter, Dean of Instruction of Lincoln Trail College.

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.

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held May 17, 2016 were presented for disposition.

**Board Action to Approve Minutes:** Trustee Brenda Culver made a motion to approve minutes of the foregoing meeting as prepared. Student Trustee Gideon Raley 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:** Andy King, IECEA Vice President was present.

**AGENDA #4 – “Public Comment”** – None.

**AGENDA #5 – “Reports”** –

**#5-A. Report from Trustees:** None.

**#5-B. Report from Presidents:** Electronic reports were presented from each of the colleges.

**#5-C. Report from Cabinet:** None.

**AGENDA #6 – “Policy First Readings (and Possible Approval)”** – None.

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

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

**#8-A. RAMP Document FY2018:** Roger Browning reviewed IECC’s Resource Allocation and Management Plan (RAMP) for FY2018, which includes two capital project requests in ranking order, as follows:

Olney Central College  
Project Name: Applied Technology Center  
District Priority No.: 1 of 2  
Total Building Budget: \$2,279,000

Frontier Community College  
Project Name: Student Education and Support Center  
District Priority No.: 2 of 2  
Total Building Budget: \$3,324,400

Lincoln Trail College and Wabash Valley College RAMP projects will not be submitted as they are projects already listed on Table 1, Fiscal 2017 Capital Budget Recommendation and the funding levels are set at the amounts appropriated in FY2010. ICCB will continue to list those projects in FY2018 and adjust for inflation for informational purposes. These two projects are:

|         |                                                                                  |
|---------|----------------------------------------------------------------------------------|
| 2010-15 | Lincoln Trail – Center for Technology                                            |
| 2010-30 | Wabash Valley – Technology/Student Support Expansion to Main Hall and Renovation |

The CEO recommended approval of the RAMP document for submission to the Illinois Community College Board.

**Board Action:** Student Trustee Gideon Raley made a motion to approve the RAMP Document 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, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B. Joint Agreement with John A. Logan:** Chris Cantwell reviewed the revised Joint Agreement for Educational Cooperation between IECC District #529 and John A. Logan College District #530. Changes to this year's agreement are:

IECC

Removed: Industrial Quality Management AAS/Certificate

Title Changes: Telecommunications Technology to Broadband Telecom  
Entrepreneur to Entrepreneurship

John A. Logan College

Removed: Dental Hygiene Certificate

Title Change: HVAC Sustainable Energy to Sustainable Energy

The CEO recommended approval of the revised Joint Agreement with John A. Logan College as presented.

**Board Action:** Trustee Gary Carter made a motion to approve the revised Joint Agreement with John A. Logan College as recommended. Student Trustee Gideon Raley 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, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-C. Program Review 2016:** Chris Cantwell reviewed the IECC Program Review Report. The Report contains a detailed review of specific career and technical education programs and an academic transfer discipline based on quality, cost, and need. The report also includes a review of cross-disciplinary instruction and student academic support services.

The CEO recommended approval of the Program Review 2016 for submission to the Illinois Community College Board as presented.

**Board Action:** Trustee John Brooks made a motion to approve The 2016 Program Review as recommended. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-D. CAREER Articulation Agreement:** Chris Cantwell reviewed the Comprehensive Agreement Regarding the Expansion of Educational Resources (CAREER) statewide agreement that includes most Illinois community colleges. Individual joint agreements and chargebacks with member community colleges would no longer be necessary for students enrolled at the participating institutions.

The CEO recommended approval for participation in the statewide agreement.

**Board Action:** Trustee Gary Carter made a motion to approve the CAREER Articulation Agreement and request that the Illinois Community College update and approve the statewide agreement to include IECC. Student Trustee Gideon Raley 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, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-E. 2016 Violence Prevention Plan:** LeAnn Hartleroad reviewed the Violence Prevention Plan. In accordance with the Campus Security Enhancement Act of 2008 (110 ILCS 12/20) (b) (2), Illinois Eastern Community Colleges has developed a Violence Prevention Plan outlining the multi-disciplinary and multi-jurisdictional violence prevention strategies, including the formation and implementation of a Threat Assessment and Behavioral Intervention Team (TABIT) with representatives from each college and the District Office. In the event that a violent act (assault, battery, weapons in the building, disturbances) is in the process of being committed, the colleges' Campus Emergency Plans provide a protocol for response. The updated plan will be available to all IECC employees on the Intranet.

The CEO recommended approval of the 2016 Violence Prevention Plan.

**Board Action:** Trustee Brenda Culver made a motion to approve the 2016 Violence Prevention Plan, as recommended. Student Trustee Gideon Raley 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, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-F. IECC Lease Agreements:** The following IECC leases were presented for Board information and for Board of Trustees approval as indicated:

1. IECC and Prairie State Generating Company – lease for the Coal Mining Training Program facility located in Venedy, IL, beginning November 2009 and continuing month to month until terminated by 30 days' notice of either party. No monthly rental charge is paid.
2. IECC/WVC Foundation Lease – lease for building located at 310-314 West Third Street, Mt. Carmel, IL for Advanced Manufacturing Training. Lease began on July 25, 2009 and was amended by Board action on January 17, 2012 to extend the lease to March 1, 2022. The monthly rental is \$1,401.75 and remains constant throughout the term of the lease.
3. IECC/WED Girard Facility Lease – lease of facility for Workforce Education Staff and classroom space at 170 West Center Street, Girard, IL. Lease commenced on January 1, 2007 at \$700 per month. On January 1, 2009 lease increased to current \$850 per month. The lease is hereby extended to June 30, 2017 at the current monthly rental rate of \$850. **Board of Trustees Action is Required.**
7. IECC/LTC and City of Robinson - Intergovernmental Agreement between IECC/LTC and the City of Robinson, as amended by Board action on February 21, 2012, for the Lease, Operation and Use of a Fitness Center located at 501 South Cross Street until July 1, 2021.
8. IECC/WVC Foundation Lease – Wabash Valley College Administration occupies approximately 1,600 square feet of the Foundation Building at 2201 College Drive. In exchange for this use, the College District provides mowing, snow clearing and routine maintenance of the building. The lease expires June 30, 2020.
9. IECC/WVC WVJC Radio Tower – Lease of Property – The District leased 1.68 acres in Wabash County for thirty years for the placement of the WVJC antenna from October 1, 1976 to September

30, 2006. The current owner has agreed to extend the lease from July 1, 2013 for thirty years to June 30, 2043 at a cost of \$30.00 for the thirty-year period.

10. IECC/OCC Oil Derrick Lease of Property – The District leases a 47 square foot piece of property, including access thereto, located at the North West corner of the intersection of Illinois Route 130 and St. John Street. The City of Olney has erected an oil derrick on this property for which the City pays the District rent of \$1.00 per year. The lease was extended on August 18, 2009 for twenty years to August 17, 2029.
11. IECC/C.E.F.S. Economic Opportunity Corporation WIA – IECC leases property at Olney Central College. This Lease with C.E.F.S. for 120 square feet of office space and common space which includes break room, restrooms, and conference room for facilitation of the Workforce Investment Act. The Lease period July 1, 2016 through June 30, 2017, at the current monthly rent of \$125.00. **Board of Trustees Action Required.**
12. IECC/FCC Foundation Lease – The Frontier Community College Foundation purchased a facility commonly known as Fitness Center/Theatre for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building’s interior and exterior, provides janitorial services, telephone, insurance, gas and electric service to the Fitness Center/Theatre. The Foundation has agreed to extend the lease to June 30, 2017 under the current lease agreement. **Board of Trustees Action Required.**

The CEO recommended approval of the lease agreements as presented.

**Board Action:** Student Trustee Gideon Raley made a motion to approve the annual lease agreements, 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, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-G. Scholarship Endowment Agreement with Illinois Manufacturers’ Association:** The Illinois Manufacturers’ Association (IMA) has granted IECC a \$25,000 grant for scholarships. The funds are to be used to encourage community colleges and member companies of the IMA to provide student internships at manufacturing facilities. Under the IMA endowment agreement, IECC agrees to appropriately select students for the scholarship/internship and to work with area manufacturing companies. The scholarship may cover tuition, fees, books, equipment, and other student related expenses such as child care or transportation. The duration of the scholarship shall not exceed one academic year. The CEO recommended approval of the IMA Scholarship Endowment Agreement as presented.

**Board Action:** Trustee John Brooks made a motion to approve the IMA Scholarship Endowment Agreement. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-H. FY2017 Budget Resolution:** Roger Browning presented the following resolution. The Board is required to establish a budget for each fiscal year. The following Resolution sets forth the fiscal year, dates for publication of the notice of a public hearing on the budget, establishes a date by which a tentative budget will be available for public inspection, establishes a



public hearing on the budget for September 20, 2016, at Wabash Valley College, and states that the budget will be adopted by the Board on September 20, 2016, following the hearing.

**Recommendation:** The CEO recommended approval of the following budget resolution:

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community Colleges District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the budget for said community college district for the 2017 fiscal year:

1. Date of Fiscal Year: July 1, 2016 – June 30, 2017.
2. Publication of Notice of Public Hearing on Budget: On or before August 10, 2016.
3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 10, 2016.
4. Mailing Tentative Budget to Board of Trustees: August 10, 2016.
5. Public Hearing on Budget: September 20, 2016, at the hour of 7:00 p.m. local time, Wabash Valley College, 2200 College Drive, Mt. Carmel, IL 62863.
6. Adoption of Budget: September 20, 2016, following the Public Hearing.

**Board Action:** Student Trustee Gideon Raley made a motion to adopt the foregoing FY2017 Budget Resolution 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, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-I. Payment of Accrued Bills:** The District's fiscal year ends on June 30, and under general accounting rules, the District pays bills accrued in June, but received in July, as expenses for FY2016. By July 20 all FY2016 accrued bills received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them. At each regular Board meeting, the Board receives an electronic copy of bills for review and payment. At the August Board meeting, that electronic report will include current bills for approval plus all the bills that were paid in the accrual period. Each of these accrual period payments will be designated with an A (for accrual) beside the vendor. This procedure has been followed in prior years. The CEO recommended approval to pay the FY2016 accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the August Board meeting.

**Board Action:** Trustee Jan Ridgely made a motion to approve payment of accrued bills as recommended. Student Trustee Gideon Raley 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, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-J. Appointment of Audit Committee:** Board members Gary Carter and John Brooks currently serve as members of the Board Audit Committee. The Committee annually meets with the District's independent auditors to review the completed audit. Committee members then report to the Board and the Board takes action on the audit.

**Board Action:** Student Trustee Gideon Raley made a motion to reappoint Board members Gary Carter and John Brooks to the audit committee. The motion was seconded by Trustee Jan Ridgely and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Jan Ridgely. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-K. Building and Maintenance Fund Resolution:** State statute requires that the Board of Trustees approve by a resolution granting authority to budget and expend funds collected from tax revenues for the purpose of operations and maintenance of the district campuses and properties.

The following resolution authorizes the Chief Executive Officer of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes, for the payment of salaries of maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items. The CEO recommended approval.

WHEREAS, expenses payable from taxes levied for operations, building and maintenance purposes and for the purchase of school grounds are subject to 110 ILCS 805/3-20.3.

WHEREAS, funds expended for obligations incurred for the improvement, maintenance, repair or benefit of buildings and property, including cost of interior decorating and the installation, improvement, repair, replacement and maintenance of building fixtures, for the rental of buildings and property for community college purposes or for the payment of all premiums for insurance upon buildings and building fixtures shall be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds,

WHEREAS, payment of all salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment, or the cost of a professional survey of the conditions of school building, or any one or more of the preceding items may not be paid from tax levied for operations, building and maintenance purposes and the purchase of school grounds without resolution of the Board of Trustees,

SO BE IT RESOLVED, that the Board of Trustees of the Illinois Eastern Community College District No. 529 by resolution authorizes the Chief Executive Officer of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes for the payment of salaries for maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers, or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items.

**Board Action:** Trustee Gary Carter made a motion to adopt the foregoing Building and Maintenance Fund Resolution 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, Jan Ridgely. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8L. Inter-Fund Loans Resolution:** During each fiscal year, transfers are required to be made between existing designated funds to meet obligations of the District. Each year the Board of Trustees is asked to approve a resolution authorizing these inter-fund loans and transfers. These inter-fund loans, from any fund to any other fund maintained by the Board, are

for the purpose of meeting the ordinary and necessary expenditures of the district. The CEO recommended adoption of the following resolution which authorizes the Treasurer of the District to make inter-fund loans as required during FY2017 and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2017.

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for fiscal year 2017, pursuant to 110 ILCS 805/3-34, and

WHEREAS, these inter-fund loans, from any fund to any other fund maintained by the Board, are for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the District.

SO BE IT RESOLVED, that the Board of Trustees hereby authorizes the Treasurer of the District to make inter-fund loans as required for fiscal year 2017, and to make the necessary transfers therefor.

BE IT FURTHER RESOLVED, that each such inter-fund loan must be repaid and retransferred to the proper fund no later than June 30, 2017.

**#8-M. Working Cash Fund:** Roger Browning presented the following resolution. The Board of Trustees is required to approve a resolution authorizing the transfer of interest earned in the Working Cash Fund to the General Fund for the purpose of paying general obligations of the District. The Treasurer of the District has or will transfer approximately \$20,000 from the Working Cash Fund to the General Fund prior to June 30, 2016. Only interest is transferred and the principal of the Working Cash Fund remains intact. If for any reason the principal was spent and the District was unable to repay it, the Working Cash Fund would be depleted. A Working Cash Fund could only be reestablished by approval of a voter referendum. The CEO recommended adoption of the following resolution authorizing the Treasurer to permanently transfer approximately \$25,000 Working Cash Fund interest to the General Fund on or before June 30, 2016.

WHEREAS, the Board of Trustees approved the permanent transfer of interest earned on the Working Cash Fund monies to the General Fund on or before June 30, 2016;

WHEREAS, the Board of Trustees initiated this transfer pursuant to 110 ILCS 805/3-33.6 for the purpose of disbursing such funds to be used in meeting the ordinary and necessary expenditures of the district;

WHEREAS, the Board used these funds for aforesaid purposes and no repayment of this money is required;

SO BE IT RESOLVED that the Board of Trustees authorizes the Treasurer of the District to permanently transfer approximately \$20,000 Working Cash Fund interest to the General Fund, said transfer to be made on or before June 30, 2016.

**Board Action:** Trustee Gary Carter made a motion to adopt the foregoing Working Cash Fund Resolution as recommended. Student Trustee Gideon Raley 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, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-N. Crawford Memorial Hospital Athletic Training Services Contract:** Crawford Memorial Hospital has requested the renewal of the existing Athletic Training Services Agreement for an additional one-year period to cover the academic year 2016-2017. The CEO recommended approval of the following agreement with Crawford Memorial Hospital.

This ATHLETIC TRAINING SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2016, by and between CRAWFORD HOSPITAL DISTRICT (D/B/A CRAWFORD MEMORIAL HOSPITAL), an Illinois special district of government (hereinafter, "CMH"), and ILLINOIS EASTERN COMMUNITY COLLEGES (hereinafter, the "College") (each of CMH and the College, a "Party" and collectively the "Parties").

#### RECITALS

WHEREAS, CMH AND THE COLLEGE DESIRE TO HAVE CMH PROVIDE CERTAIN ATHLETIC TRAINING SERVICES TO THE COLLEGE'S CAMPUS LOCATED AT 11220 STATE HIGHWAY 1, ROBINSON, ILLINOIS (HEREINAFTER, THE "LINCOLN TRAIL CAMPUS"), AS SET FORTH HEREIN.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and other terms and conditions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### AGREEMENT

1.1 CMH Athletic Trainers. CMH shall provide to College one or more of CMH's employed licensed athletic trainers (the "Athletic Trainer(s)") to perform the Services (as defined below).

1.2 Term and Termination. The term of this Agreement shall begin on \_\_\_\_\_, shall continue for a period of one (1) year, and shall automatically renew for like terms unless earlier terminated earlier by either Party. Either Party may, with or without cause and for any reason whatsoever, terminate this Agreement with thirty (30) days written notice to the other Party.

1.3 Services. During the term of this Agreement, Athletic Trainers shall perform for Lincoln Trail Campus the services listed in Schedule A (the "Services"). CMH shall use commercially reasonable efforts to satisfy its obligations under this Agreement and shall keep the College informed on a regular basis as to CMH's ability to staff the events listed in Schedule A. College's sole remedy for any Athletic Trainer's failure to meet College's expectations regarding the provision of the Services is to notify CMH and request a replacement employee or to terminate this Agreement.

1.4 Consideration. Upon execution of this Agreement and at the commencement of each renewal term, College shall pay to CMH the sum of SIX THOUSAND AND 00/100 DOLLARS (\$6,000.00). In the event either Party terminates this Agreement before the expiration of the initial term or any renewal term, any moneys already paid to CMH for Services not performed shall be promptly reimbursed to the College in such amount as the Parties mutually agree.

1.5 Relationship of the Parties. In the exercise of their respective rights, and the performance of their respective obligations hereunder, the Parties are, and will remain, independent contractors. Nothing in this Agreement will be construed to constitute the Parties as partners, or principal and agent for any purpose whatsoever. Neither Party will bind, or attempt to bind, the other Party to any contract or other obligation, and neither Party will represent to any third party that it is authorized to act on behalf of the other Party to this Agreement. Athletic Trainers are the employees of CMH and not the College.

1.6 Notices. Any notice, request, instruction, or other document to be given hereunder by a Party shall be in writing and shall be deemed to have been given (a) when received, if given in person or by courier or a courier service, (b) on the date of transmission, if sent by facsimile or other wire transmission (receipt confirmed), or (c) five business days after being deposited in the mail, certified or registered, postage prepaid:

If to CMH:

Crawford Hospital District  
d/b/a Crawford Memorial Hospital  
1000 North Allen Street  
Robinson, Illinois 62454  
Facsimile: (618) 546-2682  
Attention: Chief Executive Officer

If to the College:

Lincoln Trail College  
Illinois Eastern Community Colleges  
11220 State Highway 1  
Robinson, Illinois 62454-5707  
Facsimile: (618) 544-4705  
Attention: Kevin Bowers

1.7 Indemnification. The Parties agree to defend, hold harmless and indemnify each other, their directors, officers and members from and against any and all losses, damages, claims, demands, suits, actions, expenses and liabilities, including reasonable attorneys' fees and expenses, associated therewith or with successfully establishing the right to indemnification hereunder, which arise out of, in connection with or result from any claim, action or other proceeding, that is based on: (i) the negligent actions or omissions of the indemnifying Party; and (ii) either Party's breach of any of the representations, warranties or covenants contained in this Agreement.

1.8 Confidentiality. The Parties shall comply with all federal and state laws pertaining to medical record confidentiality and disclosure. To the extent, and for so long as required, the Parties represent that they shall make all reasonable efforts to comply with the provisions of 42 U.S.C. § 1171, *et. seq.* enacted by the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder all amended from time to time, including but not limited to the requirement for a business associate agreement, if applicable.

1.9 Books and Records. The Parties agree that they will allow the Comptroller General of the United States, Health and Human Services, and their duly authorized representatives, access to the contracts, books, documents, and records of both Parties until the expiration of four years after the services are furnished under this Agreement. The access will be provided for in accordance with the provisions of 42 CFR § 420. Furthermore, the Parties agree that if any of the value or cost of any work provided by a subcontractor of one Party to the other Party for any twelve (12) month period has a value of Ten Thousand and 00/100 Dollars (\$10,000.00) or more, the subcontractor will be required to sign a similar agreement to make its books and records available for such four (4) year period of time. The Parties further agree they will adhere to the Illinois Local Records Act, 55 ILCS 205/1, *et. seq.* and any other applicable legal requirement(s).

1.10 Tax Exempt Status. In the event the performance by either Party of any term, covenant, condition or provision of this Agreement should jeopardize CMH's tax exempt status, license, ability to participate in Medicare or Medicaid, or an accreditation by the Joint Commission on Accreditation of Healthcare Organizations or any other state or nationally-recognized accreditation organization, or violate any statute, regulation, ordinance, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, CMH may at its option terminate this Agreement immediately.

1.11 Miscellaneous Provisions. (i) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any prior understandings, agreements, or representations by the Parties, written or oral, to the extent they relate in any way to the subject matter hereof; (ii) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign any of its rights or obligations hereunder, directly or indirectly, without the prior written consent of the other Party; (iii) No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party; (iv) No waiver by a Party of any provision of this Agreement or any default hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default; (v) This Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether the State of Illinois or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Illinois, and any dispute arising from this Agreement shall be venued in the state and federal courts of Crawford County, Illinois; (vi) This Agreement shall not confer any rights or remedies upon any person (including Athletic Trainer or any replacement employee) other than the Parties; (vii) The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement; (viii) This Agreement may be executed using counterparts and shall be fully effective and enforceable upon exchange of such executed counterparts by facsimile or electronic transmittal; (ix) Each Party warrants and represents by its execution of the Agreement that it has full power and authority to enter into this Agreement, and this Agreement was adopted by its respective bodies with power to adopt upon proper resolution and vote at a meeting duly and lawfully called and with power to consider this Agreement.

**SCHEDULE A  
SERVICES**

Subject to the conditions set forth in the Agreement, CMH will provide athletic training services to College at the Lincoln Trail Campus consistent with the Illinois Athletic Trainers Practice Act, 225 ILCS 5/1, *et. seq.*, as amended from time to time. Examples of the Services that may be provided include to the extent applicable:

- A. Selection, fitting, and maintenance of protective equipment;
- B. Assistance to the coaching staff in the development and implementation of conditioning programs;
- C. Counseling of athletes on nutrition and hygiene;
- D. Inspection of athletic training and playing facilities, equipment and supplies;
- E. Coordination with a licensed physician(s) to provide:
  - (i) pre-competition physical exam and health history updates,
  - (ii) game coverage or phone access to a physician or paramedic,
  - (iii) on-site and follow-up injury care,
  - (iv) reconditioning programs, and
  - (v) assistance on other matters pertaining to the health and well-being of athletes.
- F. With a physician, determination of when an athlete may safely return to full participation post-injury; and
- J. Maintenance of records of athletic injuries and treatments rendered.

Services shall be provided at the following events, listed in order of priority<sup>1</sup>:

- Home game coverage for women’s volleyball;
- Home game coverage for men’s basketball;
- Home game coverage for women’s basketball;
- Home game coverage for men’s baseball;
- Home game coverage for women’s softball;
- Coverage for post-season tournaments hosted at the Lincoln Trail Campus; and
- Week day visits to assess injuries and provide treatment.

College will provide:

- Basic athletic training supplies such as tape, pre-wrap, bandages, AED, etc.

**Board Action:** Trustee John Brooks made a motion to approve the Contract for Athletic Training Services between IECC/LTC and Crawford Memorial Hospital. Student Trustee Gideon Raley 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, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees Absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-O. Affiliation Agreement with Crawford Memorial Hospital:** IECC wishes to enter into an affiliation agreement with Crawford Memorial Hospital, Robinson, Illinois. This agreement is for Frontier Community College’s Emergency Response Program and is the standard agreement utilized by the district. The CEO recommended approval.

**Board Action:** Trustee Gary Carter made a motion to approve the affiliation agreement with Crawford Memorial Hospital as recommended. Student Trustee Gideon Raley 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, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #9 – “Bid Committee Report”** – A bid committee report for 12 Passenger Vans was given. The bid opening was held June 10, 2016, at 10:00 a.m. and the following bids were

received. The bid committee recommended rejecting all bids for FCC 12 Passenger Vans because the lowest bid exceeded the available budget for this project.

| 12-Passenger Vans                             |             |
|-----------------------------------------------|-------------|
| Company                                       | Total Bid   |
| Silverthorne Auto Group, Inc.<br>Robinson, IL | \$27,965.50 |

**Board Action:** Trustee Brenda Culver made a motion to approve the recommendation of the bid committee to reject all bids because the lowest bid exceeded the available budget for this project. Student Trustee Gideon Raley 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, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. 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 May 31, 2016.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for June, 2016, totaling \$802,624.60, were presented for approval.

**Board Approval for Payment of Financial Obligations:** Trustee Jan Ridgely made a motion to approve payment of district financial obligations for June, 2016, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. 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 provided a report covering the following items: Illinois Budget, Open House at West Richland Center, Appointment of Vice Chairman, Enrollment, and Marilyn Wolfe Funeral Service on Monday, June 13, 2016.

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

**AGENDA #13 – “Approval of Executive Session Minutes”**.

**#13-A – “Written Executive Session Minutes”** – The CEO recommended that written minutes of an executive session held during the regular meeting Tuesday, May 17, 2016 be approved and be opened at this time. Trustee Gary Carter made a motion that written executive session minutes of Tuesday, May 17, 2016 be approved. Trustee Brenda Culver seconded the motion and on a voice vote, the Chair declared the motion carried.

**#13-B - “Audio Executive Session Minutes”** - The CEO recommended that the audio recording of an executive session of Tuesday, May 17, 2016 be approved and that the Board Secretary make provisions for its safe keeping, that it be made available only upon the proper order of a court and a finding by a judge that such audio recording should be released. This audio

recording shall be destroyed 18 month after the date of the meeting if the Board has adopted written minutes of the executive session in question.

**#13-C – “Semi-Annual Review of Executive Session Minutes”** – The Board of Trustees, having conducted a semi-annual review of executive session minutes as mandated by Section 2.06 of the Open Meetings Act, the CEO presented the following report and recommendations:

A. The following written executive session minutes were reviewed in December 2015 and the decision was made at that time to keep them closed:

1. Tuesday, June 20, 1995.
2. Tuesday, August 15, 1995.
3. Tuesday, September 19, 1995.
4. Friday, August 2, 1996.
5. Tuesday, January 20, 1998.
6. Tuesday, June 15, 1999.
7. Tuesday, July 20, 1999.
8. Tuesday, February 20, 2001.
9. Tuesday, March 20, 2001.
10. Tuesday, June 19, 2001.
11. Tuesday, July 17, 2001.
12. Tuesday, August 21, 2001.
13. Tuesday, September 18, 2001.
14. Tuesday, June 18, 2002.
15. Tuesday, July 16, 2002.
16. Tuesday, August 20, 2002.
17. Tuesday, September 17, 2002.
18. Tuesday, December 10, 2002.
19. Tuesday, February 18, 2003.
20. Tuesday, June 17, 2003.
21. Tuesday, August 19, 2003.
22. Tuesday, September 16, 2003.
23. Tuesday, August 17, 2004.
24. Tuesday, December 14, 2004.
25. Tuesday, June 21, 2005.
26. Tuesday, July 19, 2005.
27. Tuesday, August 16, 2005.
28. Tuesday, April 18, 2006.
29. Tuesday, November 21, 2006.
30. Tuesday, October 15, 2013.

B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in June 2016:

1. None

C. The following written executive session minutes have been approved and opened to the public record:

1. None.

D. Audio recordings of previously approved executive sessions will remain closed to the public record and these audio executive session recordings will remain in the custody of the Board Secretary until 18 months following the executive session at which the audio recordings were made:

1. None.



E. As part of the Board of Trustees semi-annual review of executive sessions, the Board notes that the audio tape recordings of the following meetings have been held by the Secretary for more than the 18 months required, and the Secretary is directed to destroy these recordings after this meeting:

1. Tuesday, November 18, 2014.

F. As part of the Board of Trustees semi-annual review of executive session minutes, the Board notes that executive sessions were not held on the following dates:

1. Tuesday, December, 2015.
2. Tuesday, January 19, 2016.
3. Tuesday, February 16, 2016.
4. Tuesday, March 15, 2016.
5. Tuesday, April 19, 2016.
6. Monday, April 25, 2016.
7. Tuesday, April 26, 2016.
8. Thursday, April 28, 2016.

G. It is recommended that the following previously approved closed meeting minutes be open to the public record:

1. None.

**Board Action:** Trustee Brenda Culver made a motion to adopt the foregoing report and recommendations as outline, for minutes of executive sessions held on the dates listed. Student Trustee Gideon Raley seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No”. The voice vote was taken. The Chair declared the “Ayes” have it, and the motion was adopted.

**AGENDA #14 – “Approval of Personnel Report”** – CEO Terry Bruce presented the following Personnel Report and recommended approval.

**400.1. Employment of Personnel**

**A. Faculty**

1. Rebecca Carmack, Vocal/Instrumental Music Instructor, LTC, effective August 11, 2016, pending completion and verification of completion of Master’s degree from EIU, and successful completion of background check

**B. Professional Non-faculty**

1. Courtney Meadows, Assistant Program Director of Cosmetology, OCC, effective June 22, 2016

**C. Classified**

1. Allen Simpson, Information Technology Technician, OCC, effective June 23, 2016

**400.2. Change in Status**

**A. Administrative**

1. Andrea Pampe, Coordinator of Financial Aid, OCC, to Assistant Dean of Student Services, OCC, effective June 22, 2016

**400.3. Approval of LTC President Contract**

**400.4. FY16 Special Assignments**

**A. Athletic**

- |                                                 | <b>Recommended</b>         |
|-------------------------------------------------|----------------------------|
| 1. Mike Carpenter, Athletic Director            | \$290/mo. effective 6/1/16 |
| 2. Tyler Browning, Athletics Compliance Officer | \$500/mo. effective 6/1/16 |

**400.5. FY17 Special Assignments (Attachment)**

**400.6. Approval of Proposed Non-College Employment**

**A. Faculty**

| <u>Name</u> | <u>Employer</u> | <u>Hours per Calendar Year</u> |
|-------------|-----------------|--------------------------------|
|-------------|-----------------|--------------------------------|

|                   |                                                             |     |
|-------------------|-------------------------------------------------------------|-----|
| Heather Ackman    | Davita Healthcare Olney, IL                                 | 384 |
| Jacy Ghist        | Sarah Bush Mattoon, IL                                      | 468 |
| Shirley Smithenry | Richland Memorial Hospital<br>Olney, IL                     | 540 |
| Angelia Williams  | Good Samaritan Vincennes, IN<br>Indiana Wesleyan University | 512 |

**400.7. Resignation Ratification**

**A. Administrative**

1. LeAnn Hartleroad, Associate Dean of Institutional Development & Grants, DO, effective August 18, 2016

**B. Faculty**

1. Rebecca McElhose, Nursing Instructor, OCC/FCC, effective July 7, 2016

**C. Professional Non-Faculty**

1. Kristin Selph, Retention Coordinator, LTC, effective June 9, 2016
2. Aaron White, Coordinator of Financial Aid, LTC, effective June 25, 2016

**D. Classified**

1. Carolyn Clodfelter, Office Assistant, DO, effective July 9, 2016
2. Molly Hardiman, International Student Liaison, LTC/DO, effective June 4, 2016
3. Katherine Fehrenbacher, TRIO Talent Search Program Advisor, DO, effective August 3, 2016
4. Tina Pierce, International Student Liaison, DO/OCC, effective June 25, 2016

**400.8. Retirement Ratification**

**A. Faculty**

1. Vernon Miller, Instructor, Workforce Education, effective June 29, 2016

**Special Assignments  
Frontier Community College**

| <b>Academic</b>         |                                    | <b>Approved<br/>2015-16</b> | <b>Recommended<br/>2016-17</b> |
|-------------------------|------------------------------------|-----------------------------|--------------------------------|
| 1. Rodney Maxey         | Lead Inst Auto Tech                | \$450                       | \$450                          |
| 2. Ed Patton            | Lead Inst Electrical Distributions | \$450                       | \$450                          |
| 3. Linda Monge          | Lead Inst Entrepreneurship         | \$450                       | \$450                          |
| 4. Jodi Peach           | Lead Inst Health Informatics       | \$450                       | \$450                          |
| <b>Extra-Curricular</b> |                                    |                             |                                |
| 1. <i>TBD</i>           | Phi Theta Kappa Advisor            | \$400                       | \$400                          |
| <b>Other</b>            |                                    |                             |                                |
| 1. Galen Dunn           | O & M Team Leader                  | \$5,825                     | \$5,825                        |

**Special Assignments  
Lincoln Trail College**

| <b>Academic</b>    |                                               | <b>Approved<br/>2015-16</b> | <b>Recommended<br/>2016-17</b> |
|--------------------|-----------------------------------------------|-----------------------------|--------------------------------|
| 1. Keith Nash      | Lead Inst Process Technology                  | \$450                       | \$450                          |
| 2. Travis Matthews | Lead Inst Microcomputer<br>Support Specialist | \$450                       | \$450                          |

|                         |                                                                                                     |                                                                |         |
|-------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------|---------|
| 3. Laurie Jenkins       | Lead Inst Health Programs<br>(Medical Assistant, Electronic Medical Records, & Pharmacy Technician) | \$450                                                          | \$450   |
| 4. Jesse Allen          | Lead Inst Telecommunications                                                                        | \$550                                                          | \$550   |
| 5. Reno Bemont          | Lead Inst Welding                                                                                   | \$450                                                          | \$450   |
| <b>Athletic</b>         |                                                                                                     |                                                                |         |
| 1. TBD                  | Athletic Director                                                                                   | \$3,000<br>(had Asst. AD at \$500 last year in addition to AD) | \$3,500 |
| 2. TBD                  | Men & Women's Golf Coach                                                                            | \$4,000                                                        | \$4,000 |
| 3. TBD                  | Head Volleyball Coach                                                                               | \$5,000                                                        | \$5,000 |
| <b>Extra-Curricular</b> |                                                                                                     |                                                                |         |
| 1. Cindy Boyce          | Student Senate Advisor                                                                              | \$500<br>(was co-advisor with one other)                       | \$1,000 |
| 2. Kim Schucker         | Phi Theta Kappa Advisor                                                                             | \$200<br>(was co-advisor with one other)                       | \$400   |
| 3. TBD                  | Performing Arts Co-Coordinator                                                                      | \$750                                                          | \$750   |
| 4. TBD                  | Performing Arts Co-Coordinator                                                                      | \$750                                                          | \$750   |
| <b>Other</b>            |                                                                                                     |                                                                |         |
| 1. Chris Ellington      | O & M Team Leader                                                                                   | \$5,825                                                        | \$5,825 |

**Special Assignments  
Olney Central College**

| <b>Academic</b>                 |                                    | <b>Approved<br/>2015-16</b> | <b>Recommended<br/>2016-17</b>    |
|---------------------------------|------------------------------------|-----------------------------|-----------------------------------|
| 1. Mark Fitch                   | Lead Inst Collision Repair Tech    | \$450                       | \$450                             |
| 2. Tyler Boyles                 | Lead Inst CRT Auto Service Tech    | \$450                       | \$450                             |
| 3. Curtis Marshall              | Lead Inst Welding                  | \$450                       | \$450                             |
| 4. Amie Mayhall                 | Lead Inst Medical Office Assistant | \$500                       | \$500                             |
| 5. Logan Marshall               | Lead Inst Industrial Maintenance   | \$450                       | \$450                             |
| 6. Kristi Urfer                 | Lead Inst Accounting               | \$500                       | \$500                             |
| <b>Academic – Allied Health</b> |                                    |                             |                                   |
| 1. Wanda Douglas                | Dept Head, Nursing/FCC             | \$3,000 +                   | \$3,000 +<br>12 hrs. release time |

|                         |                                   |                                |                                |
|-------------------------|-----------------------------------|--------------------------------|--------------------------------|
|                         |                                   | 12 hrs. release time           |                                |
| 2. Angelia Williams     | Dept Head, Nursing/LTC            | \$3,000 + 12 hrs. release time | \$3,000 + 12 hrs. release time |
| 3. Anne Hustad          | Dept Head, Nursing/OCC            | \$3,000 + 12 hrs. release time | \$3,000 + 12 hrs. release time |
| 4. Kathleen Hudson      | Dept Head, Nursing/WVC            | \$3,000 + 12 hrs. release time | \$3,000 + 12 hrs. release time |
| 5. Carol Kocher         | Director of Radiography           | \$1,000                        | \$1,000                        |
| 6. Lisa Rauch           | Clinical Coordinator, Radiography | \$500                          | \$500                          |
| <b>Athletic</b>         |                                   |                                |                                |
| 1. Nicholas Short       | Women's Head Softball Coach       | \$6,000                        | \$6,000                        |
| <b>Extra-Curricular</b> |                                   |                                |                                |
| 1. Suzanne Downes       | Performing Arts Coordinator       | \$1,000                        | \$1,000                        |
| 2. Laurel Cutright      | WYSE Coordinator                  | \$350                          | \$350                          |
| 3. Tammie Bohnhoff      | Asst WYSE Coordinator             | \$200                          | \$200                          |
| 4. Rob Mason            | Asst WYSE Coordinator             | \$200                          | \$200                          |
| <b>Other</b>            |                                   |                                |                                |
| 1. Carl Sager           | O & M Team Leader                 | \$5,825                        | \$5,825                        |
| 2. Linda Shidler        | Interim Director of the LRC       | \$2,200/month                  | \$2,200/month                  |

**Special Assignments  
Wabash Valley College**

| <b>Academic</b>     |                                  | <b>Approved<br/>2015-16</b> | <b>Recommended<br/>2016-17</b> |
|---------------------|----------------------------------|-----------------------------|--------------------------------|
| 1. John Day         | Lead Inst Social Services        | \$450                       | \$450                          |
| 2. Byford Cook      | Lead Inst Advanced Manufacturing | \$500                       | \$500                          |
| 3. Kyle Peach       | Lead Inst Radio/TV               | \$450                       | \$450                          |
|                     | Director of Broadcasting         | \$8,000                     | \$8,000                        |
| 4. Scott Balding    | Lead Inst Diesel Equipment Tech  | \$500                       | \$500                          |
| 5. Carla Cadwalader | Lead Inst Early Childhood Dev    | \$450                       | \$450                          |
|                     | Small World                      | \$200/month                 | \$200/month                    |
| 6. Steve Hnetkovsky | Lead Inst Agriculture Production | \$450                       | \$450                          |
| 7. Doug Robb        | Lead Inst Agriculture Business   | \$450                       | \$450                          |
| 8. David Wilderman  | Lead Inst Marketing              | \$450                       | \$450                          |
| 9. Brian Wick       | Lead Inst Gunsmithing            | \$450                       | \$450                          |

|                          |                          |         |         |
|--------------------------|--------------------------|---------|---------|
| 10. Tom Sarg             | Lead Inst Truck Driving  | \$450   | \$450   |
| <b>Athletic</b>          |                          |         |         |
| 1. Mike Carpenter        | Athletic Director        | \$3,500 | \$3,500 |
| 2. John (Asa) Deffendall | Assistant Softball Coach | \$2,500 | \$2,500 |
| <b>Extra-Curricular</b>  |                          |         |         |
| 1. Brenda Phegley        | Phi Theta Kappa Advisor  | \$400   | \$400   |
| <b>Other</b>             |                          |         |         |
| 1. Adam Roesch           | O & M Team Leader        | \$5,825 | \$5,825 |

**Special Assignments  
District Office**

| <b>Extra-Curricular</b> |                                                          | <b>Approved<br/>2015-16</b>              | <b>Recommended<br/>2016-17</b>           |
|-------------------------|----------------------------------------------------------|------------------------------------------|------------------------------------------|
| 1. Nixie Hnetkovsky     | Faculty Coordinator of Student Learning Assessment – FCC | \$5,000 or \$3,500 + 3 hrs. release time | \$5,000 or \$3,500 + 3 hrs. release time |
| 2. Phil Thorsen         | Faculty Coordinator of Student Learning Assessment – LTC | \$5,000 or \$3,500 + 3 hrs. release time | \$5,000 or \$3,500 + 3 hrs. release time |
| 3. Kelly Payne          | Faculty Coordinator of Student Learning Assessment – OCC | \$5,000 or \$3,500 + 3 hrs. release time | \$5,000 or \$3,500 + 3 hrs. release time |
|                         | General Education Analyst – Writing                      | \$500                                    | \$500                                    |
| 4. Scott Balding        | Faculty Coordinator of Student Learning Assessment – WVC | \$5,000 or \$3,500 + 3 hrs. release time | \$5,000 or \$3,500 + 3 hrs. release time |
| 5. Kristi Urfer         | Director of Online Learning                              | \$10,000 + 6 hrs. release time           | \$10,000 + 6 hrs. release time           |
| 6. Mary Morris          | General Education Analyst – Speech                       | \$300                                    | \$300                                    |
| 7. Jason Hortin         | General Education Analyst – Critical Thinking Skills     | \$300                                    | \$300                                    |
| 8. Renee Smith          | Secretary to the Board                                   | \$9,985                                  | \$9,985                                  |
| <b>Athletic</b>         |                                                          |                                          |                                          |
| 1. Tyler Browning       | Athletics Compliance Coordinator                         | \$6,000                                  | \$6,000                                  |

**#14-A. Board Action to Amend Personnel Report:** Trustee Brenda Culver made a motion to amend the Personnel Report, to add an addendum as presented. Student Trustee Gideon

Raley seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken and the Chair declared that the “Ayes” have it and the motion carried.

**ADDENDUM**

**400.9. Special Assignments**

**A. Other**

1. Mary Morningstar-Johnson, Interim Financial Aid Coordinator, LTC \$500/month effective June 22, 2016.
2. Lori Noe, Interim Financial Aid Coordinator, OCC, \$500/month effective June 22, 2016.

**#14-B. Board Action to Approve Amended Personnel Report:** Student Trustee Gideon Raley made a motion to approve the amended Personnel Report 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, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Al Henager. 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”** – Student Trustee Gideon Raley made a motion to adjourn. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The voice vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:30 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**

**Policy 100.31 Preventing Sexual Violence in Higher Education**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: July 19, 2016  
RE: Policy 100.31 Preventing Sexual Violence in Higher Education Act

In accordance with Public Act 99-426 Preventing Sexual Violence in Higher Education, all higher education institutions must adopt a comprehensive policy concerning sexual violence, domestic violence, dating violence and stalking consistent with governing Federal and State law. The attached policy includes all required components that must be in place by August 1, 2016.

The requirements include:

- Establishing an electronic/anonymous reporting form.
- Establish a District Title IX Coordinator and Title IX Deputy Coordinators at each college, and appoint Appeal Board Members.
- Establish and sign affiliation agreements with area counseling centers to serve as Confidential Reporters.
- Establish training for all employees.
- Establish training for all students who take 1 credit hour or more.
- Establish a district-wide task force or participate in a regional task force which is to meet a minimum of twice per year.

I recommend the Board waive the second reading and approve the new policy.

TLB/rs

Attachment

**Preventing Sexual Violence Policy (100.31)**

Date Adopted: July 19, 2016 (pending Board approval)

The Board of Trustees of Illinois Eastern Community Colleges District #529 is committed to preventing and responding to incidents of sexual misconduct, sexual assault, domestic violence, dating violence, or stalking. The Board adopts the following standards of conduct for all members of the Illinois Eastern Community Colleges community, including employees, students, contractors and visitors.

The Board is committed to the principle that all interpersonal relationships and interactions – especially those of an intimate nature – be grounded in mutual respect, open communication, and clear consent. As such, sexual assault, domestic violence, dating violence and stalking, are unacceptable and are not tolerated at any Illinois Eastern Community College. The Board recognizes that victims and offenders can be any gender and expects members of the campus community to help maintain a safe environment.

The Board encourages anyone who has been subjected to sexual assault, domestic violence, dating violence and/or stalking to seek appropriate help and to report the incident promptly to the police and/or designated officials pursuant to this policy.

As a general matter, the Board, through its Chief Executive Officer, will take prompt action to investigate reports of Sexual Assault, Domestic Violence, Dating Violence and/or Stalking and, where appropriate, to impose sanctions. The applicable procedures will depend on whether the alleged offender is a student, faculty or staff member.

Students, faculty and staff who violate this Policy may face discipline up to and including expulsion or termination.

This policy applies to students, employees, contractors, or third parties whenever the misconduct occurs:

- A. On College property; or
  - B. Off College property if;
    - 1. The conduct was in connection with a College or College-recognized program or activity;
    - 2. Otherwise has a connection to the College.
- or

**Definitions**

- A. Consent: Consent is knowing, voluntary and clear affirmative permission by word or action, to engage in mutually agreed upon sexual activity. Consent may not be inferred from silence, passivity, or a lack of active verbal or physical resistance. Past consent to sexual activities, or a current or previous dating relationship, does not imply ongoing or future consent. Submission resulting from a use of force does not constitute consent. Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A person can withdraw consent at any time. A person may be incapable of giving consent due to the person's age, use of drugs or alcohol, being asleep or unconscious, or because an intellectual or other disability prevents the person from having the capacity to give consent. The existence of consent is based on the totality of the circumstances, including the context in which the alleged incident occurred.

- B. Dating Violence: The term dating violence means violence committed by a person 1) who is or has been in a social relationship of a romantic or intimate nature with the victim, and 2) where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
- C. Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Illinois, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Illinois.
- D. Incapacitated or Incapacitation: An individual who is incapacitated is unable to give consent. States of incapacitation include sleep, unconsciousness, intermittent consciousness, or any other state where the individual is unaware that sexual contact is occurring. Incapacitation may also exist because of a mental or developmental disability that impairs the ability to consent to sexual contact.

Alcohol or drug use is one of the prime causes of incapacitation. Where alcohol or drug use is involved, incapacitation is a state beyond intoxication, impairment in judgment, or "drunkenness." Because the impact of alcohol or other drugs varies from person to person, evaluating whether an individual is incapacitated, and therefore unable to give consent, requires an assessment of whether the consumption of alcohol or other drugs has rendered the individual physically helpless or substantially incapable of:

- Making decisions about the potential consequences of sexual contact;
- Appraising the nature of one's own conduct;
- Communicating consent to sexual contact; or
- Communicating unwillingness to engage in sexual contact.

Where an individual's level of impairment does not rise to incapacitation, it is still necessary to evaluate the impact of intoxication on consent. In evaluating whether consent was sought or given, the following factors may be relevant:

- Intoxication may impact one's ability to give consent and may lead to incapacitation (the inability to give consent).
- A person's level of intoxication is not always demonstrated by objective signs; however, some signs of intoxication may include difficulty walking, poor judgment, difficulty communicating, slurred speech, or vomiting.
- An individual's level of intoxication may change over a period of time based on a variety of subjective factors, including the amount of substance intake, speed of intake, body mass, and metabolism.

No matter the level of an individual's intoxication, if that individual has not affirmatively agreed to engage in sexual contact, there is no consent.

Anyone engaging in sexual contact must be aware of both their own and the other person's level of intoxication and capacity to give consent. The use of alcohol or other drugs can lower inhibitions and create an atmosphere of confusion about whether consent is effectively sought and freely given. If there is any doubt as to the level or extent of one's own or the other individual's intoxication or incapacitation, the safest course of action is to forgo or cease any



sexual contact. An individual's intoxication is never an excuse for or a defense to committing sexual assault and it does not diminish one's responsibility to obtain consent.

- E. Retaliation: Any form of retaliation, including intimidation, threats, harassment and other adverse action taken or threatened against any complainant or person reporting or filing a complaint alleging sexual discrimination, harassment or misconduct or any person cooperating in the investigation of such allegations (including testifying, assisting or participating in any manner in an investigation) is strictly prohibited. Action is generally deemed adverse if it would deter a reasonable person in the same circumstances from opposing practices prohibited by the IECC's Policy. Retaliation may result in disciplinary or other action independent of the sanctions or interim measures imposed in response to the allegations of sexual discrimination, harassment or misconduct.
- F. Sexual Assault: Any nonconsensual sexual act proscribed by Federal or State law including when the victim lacks capacity to consent, including both sexual intercourse without consent and sexual contact without consent.

Sexual Intercourse without Consent means having or attempting to have sexual intercourse with another individual without consent as defined below. Sexual intercourse means vaginal or anal penetration, however slight, with any body part or object, or oral penetration involving mouth to genital contact.

Sexual Contact without Consent means having sexual contact with another individual without Affirmative Consent, as defined below. Sexual contact means the touching of the person's breasts, anal, groin or genital areas, or other intimate body parts for the purpose of sexual gratification.

- G. Sexual Exploitation: Occurs when a person takes non-consensual or abusive sexual advantage of another for anyone's advantage or benefit other than the person being exploited, and that behavior does not meet the definition of sexual assault. Sexual exploitation includes prostituting another person, non-consensual visual or audio recording of sexual activity, non-consensual distribution of photos or other images of an individual's sexual activity or intimate body parts with an intent to embarrass such individual non-consensual voyeurism, knowingly transmitting HIV or a sexually transmitted disease to another, or exposing one's genitals to another in non-consensual circumstances.
- H. Sexual Misconduct: Includes sexual assault, sexual exploitation, dating violence, domestic violence, sexual violence and stalking.
- I. Sexual Violence: Physical sexual acts perpetuated against a person's will or where a person is incapable of giving consent (e.g. due to the person's age, use of drugs or alcohol, or because an intellectual or other disability prevents the person from having the capacity to give consent). Sexual violence includes, but is not limited to, rape, sexual assault, sexual battery, sexual abuse and sexual coercion.
- J. Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to: 1) fear for his or her safety or the safety of others; or 2) suffer substantial emotional distress.
- K. Threat: Any oral or written expression or gesture that could be interpreted by a reasonable person as conveying intent to cause harm to persons or property.

1. The Title IX Coordinator for Illinois Eastern Community Colleges is:

Tara Buerster, Director of Human Resources  
Address: 233 E Chestnut Street, Olney, IL 62450  
Telephone: 618-393-2982, ext. 5521  
Email: buerstert@iecc.edu

Responsibilities of the Title IX Coordinator include:

- Overseeing IECC's response to all Title IX reports and complaints and identifying and addressing any patterns or systemic problems revealed by such reports and complaints.
- A Title IX complaint includes complaints alleging sexual discrimination, including sexual harassment as well as sexual misconduct, sexual violence, sexual assault, domestic violence, dating violence and stalking (as those terms are defined herein) which involve a student, visitor or employee.
- Being informed of all reports and complaints raising Title IX issues, including those initially filed with another individual or office or if the investigation will be conducted by another individual or office.
- Ensuring that adequate training is provided to students, faculty and staff on Title IX issues.
- Coordinating Title IX investigations, involving employees and students, including overseeing the investigation of facts relative to a complaint and recommending appropriate sanctions against the perpetrator and remedies for the complaint.
- Ensuring appropriate interim measures for a student victim and/or complainant upon learning of a report or complaint of sexual violence or misconduct.
- Ensuring that appropriate policies and procedures are in place for working with law enforcement and coordinating services with local victim advocacy organizations and services providers, including rape crisis centers.
- Promoting an educational and employment environment which is free of sexual discrimination, harassment and gender bias.

2. The Deputy Title IX Coordinators are:

| <u>Frontier Comm. College</u>                                                                                                                          | <u>Lincoln Trail College</u>                                                                                                                                      | <u>Olney Central College</u>                                                                                                                                  | <u>Wabash Valley College</u>                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Jan Wiles<br>Assistant Dean of Student Services<br>2 Frontier Drive<br>Fairfield, IL 62837<br>618-842-3711, 4001<br>or 877-464-3687<br>wilesj@iecc.edu | Megan Scott<br>Assistant Dean of Student Services<br>11220 State Highway 1<br>Robinson, IL 62454<br>618-544-8657, ext. 1121<br>or 866-582-4322<br>scottm@iecc.edu | Andi Pampe<br>Assistant Dean of Student Services<br>305 North West Street<br>Olney, IL 62450<br>618-395-7777, ext. 2001<br>or 866-622-4322<br>pampea@iecc.edu | Tiffany Cowger<br>Assistant Dean of Student Services<br>2200 College Drive,<br>Mt. Carmel, IL 62863<br>618-262-8641, ext. 3383<br>or 866-982-4322<br>cowgert@iecc.edu |

Responsibilities of the Deputy Title IX Coordinators:

- Working in conjunction with the Title IX Coordinator to ensure compliance for matters involving students, including assistance with coordination of training, education,

communications, and administration of complaint procedures for complaints against students.

Inquiries concerning the application of Title IX may be referred to the Title IX Coordinator or to the United States Department of Education's Office for Civil Rights:

Office for Civil Rights, Chicago Office U.S. Department of Education  
500 W. Madison Street. Suite 1475  
Chicago. IL 60661-4544  
Telephone: (312) 730-1560  
Email [OCR.Chicago@ed.gov](mailto:OCR.Chicago@ed.gov)

With respect to complaints that involve an employee, vendor or visitor, the Department of Human Resources will manage the investigation into the allegations and will recommend appropriate sanctions against the employee and interim measures, if any, for an employee.

With respect to complaints that involve a student, the Deputy Title IX Coordinators will manage the investigation and recommend appropriate sanctions against the student and interim measures, if any, for a student.

With respect to complaints that involve both a student and an employee, the Title IX Coordinator, the Director of Human Resources and the Deputy Title IX Coordinators shall jointly coordinate the investigation and interim measures.

## **Procedure – Campus Sexual Violence**

The following guidelines identify the methods for reporting, including confidential reporting, and available resources.

Sexual Assault is an extreme form of sexual harassment. If a report includes allegations of sexual assault, domestic violence, dating violence or stalking, then the process and procedures set forth in this Policy will be followed in the assessment, investigation and resolution of the complaint. A complaint of harassment not involving such conduct will be investigated pursuant to the sexual harassment policy and procedure. In no event shall a complaint proceed simultaneously through more than one internal procedure.

### **Option for Assistance Following an Incident of Sexual Assault**

#### A. Immediate Assistance

1. Off-Campus Advisors and Advocates. The Notification of Rights and Options provides a list of off-campus advisors and advocates that can provide an immediate confidential response for employees and students in an emergency situation.
2. Emergency Response. Anyone who experiences or observes an emergency situation should immediately contact local law enforcement by calling 911.
3. Off-Campus Health Care Options. Victims may seek treatment for injuries, preventative treatment for sexually transmitted disease, and other health services by contacting the providers identified on the Notification of Rights and Options

#### B. Ongoing On and Off Campus Counseling, Advocacy and Support for Students and Employees. This information can also be found on the Notification of Rights and Options.

### **Reporting and Confidentially Disclosing Sexual Assault**

The Board of Trustees encourages all victims of sexual assault (and bystanders) to talk to somebody about what happened so that victims (and bystanders) can get the support they need and so that the Board can respond appropriately. Different employees on campus have different abilities to maintain a victim's confidentiality:

- Some employees are required to maintain complete or near complete confidentiality,

**Confidential Advisors.** Confidential advisors receive additional training to support survivors of sexual violence and misconduct and are not required to report any information about an incident to the Title IX Coordinator without a victim's permission. Contact information for such confidential advisors is included in the Notification of Rights and Options.

A victim who speaks to a confidential advisor must understand that, if the student victim wants to maintain confidentiality, IECC's ability to conduct an investigation into the particular incident or pursue disciplinary action against the alleged perpetrator(s) may be diminished.

Even so, these advisors will still assist the victim in receiving other necessary protection and support at the request of the victim, including working with IECC officials to address issues such as student victim advocacy, academic support or accommodations, disability, health or mental health services, and changes to living, working or course schedules. A student victim who at first requests confidentiality may later decide to file a complaint with the Illinois Eastern Community Colleges or report the incident to law enforcement, and thus will have

the incident fully investigated. These advisors will provide the victim with assistance if the victim wishes to do so.

Note: While these advisors may maintain a victim's confidentiality within Illinois Eastern Community College, by law, any employee who suspects or receives knowledge that a minor student may be an abused or neglected child or, for a student aged 18 through 21, an abused or neglected individual with a disability, is required to: 1) immediately report or cause a report to be made to the Illinois Department of Children and Family Services (DCFS) on its Child Abuse Hotline; and 2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. Also note: If the alleged perpetrator(s) pose a serious and immediate threat to the community, IECC may be called upon to issue a timely warning to the community. Any such warning will not include any information that identifies the victim.

- Some employees are required to report all the details of an incident (including identities of the victim and alleged perpetrator) to the Title IX Coordinator. A report to these employees, called "**Responsible Employees**" generally obligates the Board to investigate the incident and take appropriate steps to address the situation.

Most employees, including but not limited to supervisors, managers, coaches and faculty are responsible employees. A list of Responsible Employees is available through the Title IX Coordinators. When a victim tells a Responsible Employee about an incident of sexual harassment including sexual assault, the victim has the right to expect immediate and appropriate steps to investigate what happened and to resolve the matter promptly and equitably. A Responsible Employee must report to the Title IX Coordinator and, if applicable, all relevant details about the alleged sexual violence or misconduct shared by the victim so that the appropriate Title IX coordinator can determine what happened, including the names of the victim and alleged perpetrator(s), any witnesses, and any other relevant facts, including the date, time and specific location of the alleged incident.

To the extent possible, information reported to a Responsible Employee will be shared only with people responsible for handling the IECC's response to the report and those with a "need to know". The following categories of employees are Responsible Employees

- College and District Administrators
- Title IX Coordinator and Deputy Coordinators
- Supervisors and Managerial Staff
- Faculty
- Coaches & Athletic Directors
- Student Advisors & Student Group Advisors

A complete list is available through the Title IX Coordinators.

### **Addressing Confidentiality**

Before a victim or bystander reveals any information to a Responsible Employee, the employee should ensure that the victim understands the employee's reporting obligations and, if the victim wants to maintain confidentiality, direct the victim to the confidential resources referenced above.

If the victim wants to tell the Responsible Employee what happened but also maintain confidentiality, the employee should tell the victim that the employee will share that information for consideration in the investigation and resolution of the complaint, but cannot guarantee that request will be met. In reporting the details of the incident to the Title IX Coordinator, the Responsible Employee will also inform the Title IX Coordinator of the victim's request for confidentiality.

If a victim discloses an incident to a Responsible Employee but wishes to maintain confidentiality or requests that no investigation into a particular incident be conducted or disciplinary action taken, that request must be weighed against the Board's obligation to provide a safe environment for all students and employees including the student victim.

If the request for confidentiality can be met, a victim must understand that the Board's ability to meaningfully investigate the incident and pursue disciplinary action against the alleged perpetrator(s) may be diminished. Alternatively, the request for confidentiality may not be able to be honored in order to provide a safe environment for all students and employees.

The following individual(s) are responsible for evaluating requests for confidentiality:

- Title IX Coordinator
- Chief Executive Officer
- Legal Counsel

A victim will be informed at the earliest point possible of a determination that a request for confidentiality cannot be maintained. In such instances, to the extent possible, information will be shared only with people responsible for handling the response to the complaint and those with a "need to know".

Where confidentiality is maintained, responsive action will reflect the victim's request for confidentiality. As such, if a victim's request for confidentiality limits the ability to formally investigate a particular allegation, responsive steps will still be to limit the effects of the alleged sexual discrimination, misconduct and prevent its recurrence without initiating formal action against the alleged perpetrator or revealing the identity of the student complainant. Such action may include, but is not limited to providing increased monitoring, supervision or security at locations or activities where the alleged misconduct occurred.

### **Employee Reporting and Disclosing Sexual Misconduct of a Student**

In addition to the reporting requirements for Responsible Employees, all employees who have information regarding sexual violence or misconduct of a student or employee are encouraged to report it to the Title IX Coordinator or any Responsible Employee.

### **Other Procedures for Making a Report of Sexual Assault or Other Sexual Violence, Dating Violence, Domestic Violence or Stalking**

Although the Board of Trustees strongly encourages all individuals to report violations of this policy to law enforcement, it is the victim's choice whether or not to make such a report and victims have the right to decline involvement with the local police.

After an incident of sexual assault, the victim should consider seeking medical attention as soon as possible at the nearest hospital or medical facility.

In Illinois, evidence may be collected even if you chose not to make a report to law enforcement. It is important that a victim of sexual assault not bathe, douche, smoke, change clothing or clean the bed/linen/area where they were assaulted if the offense occurred within the past 96 hours so that evidence to the prove the criminal activity may be preserved. In circumstances of sexual assault, if victims do not opt for forensic evidence collection, health care providers can still treat injuries and take steps to address concerns of pregnancy and/or sexually transmitted disease. Victims of sexual assault, domestic violence, stalking, and dating violence are encouraged to also preserve evidence by saving text

messages, instant messages, social networking pages, other communications, and keeping pictures, logs or other copies of documents, if they have any, that would be useful to investigators or the police.

As time passes, evidence may dissipate or become lost or unavailable, thereby making investigation, possible prosecution, disciplinary proceedings, or obtaining protection from abuse orders related to the incident more difficult. If a victim chooses not to make a complaint regarding an incident, he or she nevertheless should consider speaking with someone and taking steps to preserve evidence in the event that the victim changes his/her mind at a later date.

If the complainant desires full confidentiality he/she should speak with a confidential advisor. The Title IX Coordinator does not take third party reports. With your permission, the confidential advisor may file a report on the details of the incident without revealing your identity to the Title IX Coordinator. The purpose of a confidential report is to attempt to comply with your wish to keep the matter confidential while taking steps to ensure the safety of yourself and others.

### **Interim Measures**

Upon receipt of a complaint, in being mindful of the victim's well-being, designated personnel will take ongoing steps to protect the victim from retaliation or harm and work with the victim to create a safety plan. Interim measures will also include:

- Assisting the victim in accessing other available victim advocacy, academic support, counseling disability, health or mental health services, and legal assistance both on and off campus;
- Providing other security and support, which could include the obtaining a no-contact order, helping to change working arrangements or course schedules (including for the alleged perpetrator(s) pending the outcome of an investigation) or adjustments for assignments or tests; and
- Informing the victim of the right to report a crime to law enforcement and provide the victim with assistance if the victim wishes to do so.

Retaliation against the victim, whether by students or employees, will not be tolerated.

To meet the continuing obligation to address the issue of sexual violence and misconduct campus-wide, reports of such incidents (including non-identifying reports) will also prompt consideration of broader remedial action, such as increased monitoring, supervision, or security at locations where the reported incident occurred; increasing education and prevention efforts, including to targeted population groups; conducting climate assessments/victimization surveys; and/or revisiting its policies and practices.

### **Miscellaneous**

1. **Electronic and Anonymous Reporting.** Although direct verbal reporting of complaints is preferred, an online system for electronic and anonymous reporting is available for use by victims or bystanders. The system will notify the user (before s/he enters information) that entering personally identifying information may serve as notice for the purpose of triggering an investigation. Electronic reports can be filed via a form on the IECC webpage and will generally receive a response within 12 hours with a list of available resources absent an emergency.
2. **Off-Campus Counselors and Advocates,** Off-campus counselors, advocates, and health care providers will also generally maintain confidentiality and not share information unless the victim requests the disclosure and signs consent or waiver form or unless that individual has reporting or other obligations under state law.
3. **Clery Act Reporting Obligations.** Pursuant to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act," 20 U S C 1092(f)), a public crime log and

Annual Security Report ("ASR") are available to all current students and employees. The ASR documents three calendar years of select campus crime statistics (including statistics regarding incidents of dating violence, domestic violence, and stalking). Security policies and procedures and information on the basic rights guaranteed to victims of sexual assault. The Clery Act also requires timely issuance of warnings to the campus community about crimes that have already occurred but may continue to pose a serious or ongoing threat to students and employees.

### **Title IX Complaint Investigation Procedures**

#### **A. Formal Investigation Process**

1. **Initiation of Investigation by Title IX Coordinator:** Upon receipt of a complaint of sexual violence or misconduct under this Policy by a student victim or complainant, the Title IX Coordinator will appoint a trained investigator who will initiate a prompt, fair and thorough investigation. The investigation will be coordinated by the Title IX Coordinator and/or one of the Deputy Coordinators (if a student), and will generally conclude within 60 calendar days or less. Where the allegations are complex or other factors delay the investigative process an extension may be granted by the Title IX Coordinator.

With respect to sexual violence and misconduct complaints that relate to an employee, the Title IX Coordinator and Director of Human Resources will manage the investigation into the allegations made against the employee and will recommend appropriate sanctions against the employee. If the investigation involves both an employee or third party and a student the Title IX Coordinator, Director of Human Resources and a Deputy Coordinator will jointly manage the investigation.

The victim/complainant and respondent has the right to request substitution of these identified individuals with the authority to make a finding or impose a sanction in response to a complaint, if the participation of that individual poses a conflict of interest.

2. **Interim Measures Provided:** During the investigation, the Title IX Coordinator and/or a Deputy Coordinator (as applicable) will determine whether the victim and/or complainant receives interim measures as set forth above, and will advise the victim and/or complainant of the right to file a complaint with local law enforcement agencies.
3. **Notice to Respondent Of Allegations**
  - a. Generally, within 10 business days of receipt of a complaint by the Title IX Coordinator, the respondent will be given written notice of the general allegations against him/her (unless release of the evidence would endanger the health or safety of victim(s) or witness(es)).
4. **Due Process Rights of Victim and/or Complainant and Respondent**
  - a. The victim and/or complainant and respondent will each be afforded the right to present information and witnesses relevant to his or her case.
  - b. When the victim and/or complainant or respondent is requested to appear at an investigatory meeting or proceeding related to a complaint, he or she may be accompanied by an advisor. An advisor is defined as a family member, peer, staff/faculty member, or a union representative. It does not include legal counsel or an attorney at law.
  - c. If the respondent is an employee, any employee misconduct investigation procedures outlined in other applicable employee policies or collective bargaining agreement may be followed.



5. Evidence Considered: A trained investigator(s) will interview and receive evidence from the victim, complainant, respondent and any witnesses identified during the course of the investigation. The victim's prior sexual history with anyone other than the respondent will not be considered during the investigation or any proceeding related to a complaint. The mere fact of a current or previous consensual dating or sexual relationship between the victim and respondent does not itself imply consent.
6. Preservation of Evidence: Any physical evidence gathered by the investigator will be preserved by the Title IX Coordinator.
7. Concurrent Criminal Investigation: The existence of a concurrent criminal investigation by law enforcement agencies will not necessarily delay or interrupt the investigation procedures outlined herein. However, the law enforcement agency may request that the internal investigation be temporarily suspended. Such request will be evaluate to determine whether and for how long to suspend the internal investigation.
8. Report of Investigation. At the conclusion of the investigation, the trained investigator will prepare a thorough report outlining the complaint, investigation conducted and all relevant evidence obtained; the investigator's conclusions with an explanation of reasoning and/or support for such conclusions; and recommendations for sanctions or other remedial action as appropriate. The investigator will submit his/her report to the Title IX Coordinator and a Deputy Coordinator (if a student is involved).

#### B. Determination

1. Determination: For student cases, the Title IX Coordinator and/or Deputy Coordinator (as appropriate) shall review the investigator's report and all evidence gathered to determine whether the student engaged in sexual violence or misconduct in violation of policy. The determination of violations shall be made based on the preponderance of evidence, meaning whether it is more likely than not that this policy was violated. For employee cases, the Title IX Coordinator will determine whether the employee engaged in a policy violation involving sexual violence or misconduct.
2. Notice to Respondent. Generally, within seven (7) business days after receipt of the investigator's report (or some reasonable extension thereof), the Title IX Coordinator or the Deputy Coordinator will notify the student via certified mail, return receipt requested, of his/her determination. If the Title IX Coordinator or Deputy Coordinator determines that the respondent has violated the policy regarding sexual violence or misconduct, this notification will also advise the student respondent of
  - a. Disciplinary sanctions; and
  - b. If a student, the right to appeal the determination and sanctions in accordance with the Appeal Procedures set forth below.  
Employee respondents may follow any appeal or grievance process under any other applicable policies.
3. Notice to Victim and/or Complainant. Concurrently with the notice provided to respondent, the Title IX Coordinator or Deputy Coordinator (for students) will notify the victim and/or complainant of his/her determination. If the Title IX Coordinator or Deputy Coordinator determines that the respondent has violated the prohibition of sexual violence or misconduct this notification will also advise the victim and/or complainant of:
  - a. Any individual remedies offered or provided to the victim and/or complainant;
  - b. Disciplinary sanctions imposed on the respondent that directly relate to the victim and/or complainant,

- c. The right to appeal the determination and sanctions in accordance with the Appeal Procedures below.

C. Sanctions, Protective Actions, and Remedies

1. Sanctions. Students who have violated the prohibition on sexual violence or misconduct are subject to any sanctions set forth in the Code of Student Conduct or other Program policies, up to and including expulsion. To encourage reporting, a student victim's good faith report of a violation of the sexual violence or misconduct policy will be taken into consideration in determining an appropriate response to the reporting student's own misconduct (e.g., educational responses for alcohol/drug violations as opposed to disciplinary action).

Employees who have violated the prohibition on sexual violence or misconduct will be subject to disciplinary action up to and including termination.

2. Protective Actions. Protective measures may be implemented as appropriate, including no-contact orders, trespass notices, or other protective measures. IECC will enforce court ordered no-contact, restraining and/or protective orders to the fullest extent.
3. Remedies. Remedies for the victim and/or complainant depend upon the specific nature of the complaint, as do remedies for the community as a whole.

Remedies for the victim and/or complainant may include, but are not limited to:

- Assisting the victim and/or complainant to change his/her academic and/or work environment if requested and if reasonably available;
- Providing an escort to ensure that the victim and/or complainant can move safely between classes, work and/or activities;
- Ensuring that the victim and/or complainant and the respondent do not attend the same classes;
- Identifying counseling services;
- Identifying medical services;
- Providing academic support services, such as tutoring;
- Arranging for the victim and/or complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the victim and/or complainant's academic record; and
- Reviewing disciplinary actions taken against the victim and/or complainant to see if there is a causal connection between the harassment and the misconduct that may have resulted in the victim and/or complainant being disciplined.

Remedies for the community as a whole may include, but are not limited to.

- Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students and employees affected by sexual discrimination, harassment, and/or misconduct;
- Designating individuals to be available to assist victims of sexual discrimination, harassment and/or misconduct whenever needed;
- Developing materials on sexual discrimination, harassment and misconduct for campus-wide distribution to students, employees, and/or third-parties;
- Creating a committee of students and personnel to identify strategies for preventing and addressing sexual discrimination, harassment and misconduct; and
- Conducting periodic climate surveys to identify how students and employees perceive and experience sexual discrimination harassment and misconduct at Illinois Eastern Community Colleges.

## **II. Title IX Appeal Procedures for Student Victims and/or Complainants and Student Respondents**

### **A. Appeal Request**

A victim and/or complainant or a student respondent who wishes to appeal the decision reached by the Title IX Coordinator or his/her designee at the conclusion of a formal investigation must submit a written request for appeal to the Appeal Board (AB). This request must be submitted to the Title IX Coordinator within 10 business days after receipt of the Title IX Coordinator/Deputy Coordinator's letter of determination. In the event a student victim and/or complainant or a student respondent does not appeal within the required 10 business day period, the decision of the Title IX Coordinator and/or Deputy Coordinator will be final.

The appeal request must be typewritten, must indicate if the requestor wishes to appear in person before the AB, and must state the grounds for appeal. Appeals must be made on the basis of one or more of the following grounds:

1. Procedural error was committed.
2. The finding of facts contained in the decision included inaccurate information.
3. Specific evidence considered during the investigation is objectionable
4. Evidence not offered during the investigation is now available. In such cases, the new evidence must be described.
5. The sanction imposed is lenient, excessive or otherwise inappropriate.

Within 10 business days after receipt of the appeal request, the Title IX Coordinator or his designee will decide whether to grant the appeal based on whether the appeal meets one of the above enumerated grounds for appeal and shall inform the appellant by certified mail, return receipt request.

If the appeal is granted, the matter will be referred to the AB, and the Hearing Procedures for the AB set forth below will be followed. In the event of an appeal, the decision(s) of the AB will be final in all cases, other than for cases resulting in a recommendation for suspension or expulsion.

If the victim or respondent is an employee, then any employee misconduct appeal procedures are as outlined in other applicable policies, including grievance procedure. .

### **B. Establishment of the Standing AB**

A standing AB will hear cases and make recommendations on appropriate disciplinary cases referred to it or appealed to it by student victims, complainants and/or students who are the subject of disciplinary actions involving disciplinary suspension and expulsion. The AB will be established each fall and each member shall receive training as required by law. It will be composed of the following persons to be appointed by the CEO:

Chief Academic Officer

Chief Financial Officer

Executive Assistant to the CEO

Alternates:     President, Wabash Valley College  
                      President, Olney Central College

None of the above-named persons may sit in any case in which they have a direct personal interest or played a role in the underlying investigation. Decisions in this regard will be made by the AB as a whole. The CEO may appoint interim members as required.

C Hearing Procedures for the AB

1. The hearing will be closed to the public.
2. The victim and/or complainant and respondent shall each be entitled to appear in person with an advisor (as defined above) and present his/her case to the AB, and call witnesses in his/her behalf.  
When requested by the victim, the AB shall make arrangements so that the victim and respondent do not have to be in the same room at the same time (such as by arranging for participation via videophone, closed circuit television, video conferencing, or other means).
3. The hearing will begin with a presentation by the Title IX Coordinator/Deputy Coordinator of his/her determination, followed by a presentation by the appellant. The appellee may present his/her case as well.
4. The Title IX Coordinator/Deputy Coordinator, appellant and appellee may present information in oral and written form, by witnesses and/or through documents. The parties will be given an opportunity to question witnesses, except that the respondent may under no circumstances personally or through his/her advisor question the victim.
5. The AB reserves the right to hear the testimony of witnesses separately, so that the witnesses will not hear each other's testimonies.
6. Pertinent and relevant information will be reviewed by the AB without regard for the legal rules of evidence.
7. The Title IX Coordinator/Deputy Coordinator, appellant and appellee may make closing statements at the conclusion of the hearing on both the issue of misconduct and the issue of the recommended discipline.
8. An audio recording of the proceedings will be created and a record will be made available to either party upon request.
9. The AB will render its written decision within 10 business days after the hearing, absent extenuating circumstances. The decision will be to affirm, reverse or modify the Title IX Coordinator/Deputy Coordinator's determination as to the violation of policy and the sanction imposed (if any).
10. If a student respondent is found not to have engaged in sexual violence or misconduct in violation of policy, and if coursework has been missed as a direct result of the action taken against the student respondent, appropriate action will be taken to assist the student respondent in completing the course(s).
11. In all cases other than suspension or expulsion, the decision of the AB is final.
12. If the decision of the AB is to suspend or expel the student respondent, that decision will be transmitted to the Vice President of Academic Affairs. The student respondent will then have two business weeks after the decision to appeal pursuant to the standard student grievance procedure. The appeal/grievance will consist of the student respondent's written statement of disagreement with the decision and argument for reversal, relevant documentation and the recording or transcript of the AB hearing. Upon further advancement of a grievance, relevant information will be reviewed before making a decision to uphold the suspension or expulsion or to take other appropriate action.

**III. Procedures Governing Complaints Solely Involving Employees and/or Third Parties**

An employee or third party should notify the Title IX Coordinator if he or she believes that an employees or agents have engaged in sexual violence or misconduct in violation of Board Policy.

The Title IX Coordinator will address the complaint promptly and thoroughly as follows.

A. Filing a Complaint

An employee or third party (hereinafter "Complainant") who wishes to avail him or herself of this procedure may do so by filing a complaint with the Title IX Coordinator. The Title IX Coordinator will request the Complainant to provide a written statement regarding the nature of the complaint and will request a meeting with the Complainant. The Title IX Coordinator shall assist the Complainant as needed.

B. Investigation

Each complaint shall be investigated promptly, thoroughly, impartially, and as confidentially as possible. The Title IX Coordinator or his or her designee will investigate the complaint or appoint a qualified person to undertake the investigation on his/her behalf. As a general rule, all complaints will be investigated, even when the Complainant requests that nothing be done. The investigator will inform potential complainants, complainants, and witnesses that the Board prohibits any form of retaliation against anyone who, in good faith, brings a complaint or provides information to the individual investigating a complaint.

**Training, Prevention and Education**

A. For Students and Employees

The Board, through its CEO, will review on an ongoing basis, its sexual violence or misconduct prevention and education programming to ensure students and employees are provided substantive opportunities for training annually to learn about sexual misconduct including primary prevention, bystander intervention, risk reduction, consent, reporting methods, relevant policies and procedures, retaliation, survivor strategies, the impact of trauma relevant definitions, and other pertinent topics. Students will also receive a copy of the Policy against Sexual Violence and Misconduct and the related protocols.

B. For Employees

The Board, through its CEO, will also provide annual survivor-centered and trauma-informed training to employees involved in: the receipt of a report of a student sexual violence; referral or provision of services to a survivor; any campus complain resolution procedure for sexual violence.

**Training for Designated Employees**

The Title IX Coordinator, Deputy Coordinators, Responsible Employees, investigators, victim advocates, counselors, legal counsel and anyone else involved in responding to, investigating or adjudicating sexual misconduct incidents must receive education and training on primary prevention, bystander intervention, risk reduction, consent, reporting obligations, investigation procedures confidentiality requirements relevant policies and procedures, retaliation the impact of trauma, relevant definition, and other pertinent topics. The CEO will annually review training offerings to identify ways in which to enhance its effectiveness.

**Publication**

The following will be prominently published on the District website, timely updated and made available: the comprehensive policy; student notification of rights, contact information for Title IX coordinators; confidential resources and advisors and counseling services; and an explanation of responsibilities of Title IX coordinators, responsible employees and mandated reporters.

### **Task Force**

The Board, through its CEO, will also establish a campus-wide task force or participate in a regional task force focused on improving coordination between community leaders and service providers to prevent sexual violence. The task force shall meet a minimum of twice per year.

### **Reporting**

The Board, through its CEO will comply with all reporting requirements established pursuant to the Illinois Board of Higher Education Act and the Preventing Sexual Violence in Higher Education Act.

## Notification of Rights and Options

A victim of sexual violence or misconduct has a right to report (or not report) the incident to Illinois Eastern Community Colleges.

### Reporting to IECC

If you choose to make a report the following individuals will receive a report and will investigate and resolve the matter pursuant to policy. IECC respects the sensitive nature of such complaints and the privacy of victims of sexual violence or misconduct but cannot guarantee complete confidentiality in meeting its responsibility to investigate and address the report. Any of these individuals will help a victim notify law enforcement of an incident, although it is the victim's choice whether or not to make such a report.

A. The Title IX Coordinator is:

B. The Deputy Title IX Coordinators are:

| <u>Frontier Comm. College</u>                                                                                                                             | <u>Lincoln Trail College</u>                                                                                                                                         | <u>Olney Central College</u>                                                                                                                                     | <u>Wabash Valley College</u>                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Jan Wiles<br>Assistant Dean of<br>Student Services<br>2 Frontier Drive<br>Fairfield, IL 62837<br>618-842-3711, 4001<br>or 877-464-3687<br>wilesj@iecc.edu | Megan Scott<br>Assistant Dean of<br>Student Services<br>11220 State Highway 1<br>Robinson, IL 62454<br>618-544-8657, ext. 1121<br>or 866-582-4322<br>scottm@iecc.edu | Andi Pampe<br>Assistant Dean of<br>Student Services<br>305 North West Street<br>Olney, IL 62450<br>618-395-7777, ext. 2001<br>or 866-622-4322<br>pampea@iecc.edu | Tiffany Cowger<br>Assistant Dean of<br>Student Services<br>2200 College Drive,<br>Mt. Carmel, IL 62863<br>618-262-8641, ext. 3383<br>or 866-982-4322<br>cowgert@iecc.edu |

C. Electronic/Anonymous reporting: [INSERT LINK once established reporting form is developed]

D. Additional Non-Confidential Resources On-Campus:

| <u>Frontier Comm. College</u>                                                                                     | <u>Lincoln Trail College</u>                                                                                      | <u>Olney Central College</u>                                                                                      | <u>Wabash Valley College</u>                                                                                      |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Jay Edgren<br>President<br>618-842-3711, ext. 4001<br>or 877-464-3687                                             | Ryan Gower<br>President<br>618-544-8657, ext. 1121<br>or 866-582-4322                                             | Rodney Ranes<br>President<br>618-395-7777, ext 2001<br>or 866-622-4322                                            | Matt Fowler<br>President<br>618-262-8641, ext. 3383<br>Or 866-982-4322                                            |
| Paul Bruinsma<br>Dean of Instruction<br>618-842-3711, ext. 4005<br>or 877-464-3687                                | David Carpenter<br>Dean of Instruction<br>618-544-8657, ext. 1144<br>or 866-582-4322                              | Jeff Cutchin<br>Dean of Instruction<br>618-395-7777, ext 2002<br>or 866-622-4322                                  | Robert Conn<br>Dean of Instruction<br>618-262-8641, ext 3382<br>or 866-982-4322                                   |
| Other CSA's at FCC<br>Faculty/Administrators/Supervisors<br>Athletic Director & Coaches<br>Student Group Advisors | Other CSA's at LTC<br>Faculty/Administrators/Supervisors<br>Athletic Director & Coaches<br>Student Group Advisors | Other CSA's at OCC<br>Faculty/Administrators/Supervisors<br>Athletic Director & Coaches<br>Student Group Advisors | Other CSA's at WVC<br>Faculty/Administrators/Supervisors<br>Athletic Director & Coaches<br>Student Group Advisors |

District Office, Human Resources Department (when an employee is involved): 618-393-2982, ext. 5521

### Responsive Procedures:

Pursuant to policy, IECC will investigate reports of sexual violence and misconduct. A victim may request, and IECC will evaluate, interim protective measures to address victim safety, including obtaining and enforcing a no-contact order or order of protection.

Upon receipt of a report of sexual violence or misconduct, IECC will initiate a prompt, fair and thorough investigation through the Title IX Coordinator. The victim/complainant and respondent(s) will be afforded the opportunity to present information and witnesses, and IECC will make a good faith effort to contact and interview any witnesses identified by the parties or, including those no longer at the College. IECC strictly prohibits retaliation against the complainant, respondent, or other witnesses.

Upon conclusion of the investigation, the Title IX or Deputy Title IX Coordinator will notify the victim/complainant of the determination and of any remedies offered or provided by IECC to the victim and any disciplinary sanctions on the respondent(s) that directly relate to the victim/complainant. A victim/complainant and a student respondent may utilize the appeal process provided by policy upon conclusion of the investigation.

**Confidential Options for Reporting:**

The following confidential advisors have been identified to provide support to victims. These advisors are not required to report any information about an incident to the Title IX Coordinator without a victim's permission:

CAISA 544-9379

(Insert list of area counseling centers once affiliation agreements are developed.)

**Additional Off-Campus Resources:**

The following local health, mental health, counseling and advocacy services are available for victims. At a victim's request, IECC personnel identified above can assist victims in accessing these services.

- a. IECC Employee Assistance Program 1-800-767-5320
- b. Illinois Coalition Against Sexual Assault: 217-753-4117 or [www.icasa.org](http://www.icasa.org)
- c. National Sexual Assault Hotline: 800-656-HOPE(4673); <https://www.rainn.org/get-help/national-sexual-assault-hotline>
- d. National Domestic Violence Help Line: 877-TO END DV (877-863-6338); [http://www.cityofchicago.org/dam/city/depts/fss/supp\\_info/DV/MODVsafteycardEnglish.pdf](http://www.cityofchicago.org/dam/city/depts/fss/supp_info/DV/MODVsafteycardEnglish.pdf)
- e. AARDVARC – An Abuse, Rape and Domestic Violence Aid and Resource Collection at [www.aardvarc.org](http://www.aardvarc.org)
- f. The Illinois Coalition Against Domestic Violence: 217-789-2830; [http://www.ilcadv.org/about\\_icadv/contact.asp](http://www.ilcadv.org/about_icadv/contact.asp)
- g. Illinois Attorney General's Office: 1-800-228-3368; [www.ag.state.il.us/victims/](http://www.ag.state.il.us/victims/)
- h. Illinois Crime Victims Bill of Rights 725 ILCS 120-1: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1970&ChapterID=54>
- i. Illinois Crime Victims Compensation Program: 800-228-3368; <http://www.ag.state.il.us/victims/cvc.html>
- j. Illinois Department of Children and Family Services: 800-25-ABUSE (800-252-2873); <http://www.state.il.us/dcfs/index.shtml>

| <u>Frontier Comm. College</u> |          | <u>Lincoln Trail College</u> |          | <u>Olney Central College</u> |          | <u>Wabash Valley College</u> |          |
|-------------------------------|----------|------------------------------|----------|------------------------------|----------|------------------------------|----------|
| Fairfield Police              | 911      | Robinson Police              | 911      | Olney Police                 | 911      | Mt. Carmel Police            | 911      |
| Wayne Co. Sheriff             | 842-6631 | Crawford Co. Sheriff         | 546-1515 | Richland Co. Sheriff         | 395-7481 | Wabash Co. Sheriff           | 262-4186 |
| *Fairfield Memorial           | 842-2611 | *Crawford Memorial           | 544-3131 | *Richland Memorial           | 395-2131 | *Wabash General              | 262-8621 |
| CAISA                         | 544-9379 | CAISA                        | 544-9379 | CAISA                        | 544-9379 | CAISA                        | 544-9379 |
| Southeastern IL Counseling    |          | Southeastern IL Counseling   |          | Southeastern IL Counseling   |          | Southeastern IL Counseling   |          |
| Regular Hours                 | 842-2125 | Regular Hours                | 842-2125 | Regular Hours                | 395-4306 | Regular Hours                | 262-7473 |
| 24 Hour Crisis                | 395-5026 | 24 Hour Crisis               | 395-5026 | 24 Hour Crisis               | 395-5026 | 24 Hour Crisis               | 395-5026 |

*\* Indicates health care options which provide rape kits and/or Sexual Assault Nurse Examiners. Seeking medical treatment also serves to preserve physical evidence of sexual violence.*



**Agenda Item #6B**

**Policy 300.22 Purchasing Diversity**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: July 19, 2016  
RE: Policy 300.22 Purchasing Diversity

Pursuant to Public Act 99-0462 the District must adopt a policy to comply with changes made to the Business Enterprise for Minorities, Females, and Persons with Disabilities Act. The District is now required to develop a purchasing policy to increase participation of businesses owned by minorities, females, and persons with disabilities.

The District will be required to develop procedures that set aspirational goals to increase such participation and be required to document and report the District's efforts annually to the Business Enterprise Council.

The attached policy fulfills the requirements of the Act and procedures will be developed to implement the policy.

I ask the Board's approval of this new policy.

TLB/rs

Attachment

**Policy – Purchasing Diversity (300.22)**

Date Adopted: July 19, 2016

Pursuant to the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, Illinois Eastern Community College District # 529 will develop procedures to include aspirational goals which promote and encourage the continuing economic development of minority, female owned, and persons with disabilities operated businesses.

It is the policy of Illinois Eastern Community College District # 529 to provide opportunities for minorities, females and persons with disabilities to share in the total expenditures of state contracts, construction contracts, and professional services contracts. No potential vendor will be excluded from consideration on the basis of race, color, religion, sex, age or national origin.

**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**

**2016-2017 Catalog**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: July 19, 2016  
RE: 2016-2017 IECC Catalog

The IECC catalog sets forth the courses, programs, degrees and certificates, and establishes the policies which apply to the operation of the District and its students. Throughout the year, the Board has approved changes to the catalog. These changes are added as they occur to the electronic version of the District's catalog on the IECC website. This amended electronic version becomes the binding document for the District's relationship with students, faculty, and staff.

Because high school counselors continue to use the catalog when advising students, the District will print 1,065 catalogs for a price of approximately \$4,388.

A link to the amended catalog has been sent to the Board for review and will be posted on the IECC website. The document which follows sets forth the changes made since the approval of the previous catalog.

I ask for the Board's approval to print the 2016-2017 IECC catalog.

TLB/rs

|                                                                                                                                                                   |       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Added Automotive Technology Fee (FCC) Uniform Fee to Financial Section .....                                                                                      | 8/15  |
| Revised Computer Security & Forensics MSS C239 – LTC.....                                                                                                         | 8/15  |
| Added Educational Leadership LDSHP C248 – WVC .....                                                                                                               | 8/15  |
| Added Precision Agriculture AGP C124 WVC.....                                                                                                                     | 8/15  |
| Added Automotive Repair Technician AUM C521 – OCC .....                                                                                                           | 8/15  |
| Moved location of Mine Electrical Maintenance C296 to page 88 in Career Technical Section .....                                                                   | 8/15  |
| Revised Index .....                                                                                                                                               | 8/15  |
| Updated Inside Cover Page.....                                                                                                                                    | 8/15  |
| Academic Calendar Revised- dates extended for Spring Break 2016 and 2017 .....                                                                                    | 9/15  |
| Revised Industrial Maintenance HVAC I C504 –OCC.....                                                                                                              | 9/15  |
| Allied Health Section online – Requirements for 2016 now match printed catalog .....                                                                              | 9/15  |
| Revised program requirements for Welding & Cutting WELCT C570 – OCC .....                                                                                         | 10/15 |
| Revised Appendices for updated Policies 100.17 & 100.28 .....                                                                                                     | 10/15 |
| Updated Contents page, Appendices Divider .....                                                                                                                   | 10/15 |
| Revised Medical Assistant MEDAC192 and Certified Medical Assistant MEDA D292 LTC .....                                                                            | 11/15 |
| Revised Comp TIA Hardware A+ CTY C482 LTC.....                                                                                                                    | 11/15 |
| Revised Academic Section - Issuance of Transcripts.....                                                                                                           | 11/15 |
| Removed AUM C524 and AUMC525-FCC and moved AUM C523 to page 82.....                                                                                               | 2/16  |
| Updated Student Services section, removing Small Business Development Center.....                                                                                 | 2/16  |
| Updated Inside Cover, Contents, Divider pages, and Index .....                                                                                                    | 2/16  |
| Fixed typo error in Academic Information under Credit by Examination.....                                                                                         | 3/16  |
| Revised Academic Probation (Board Policy 500.20) in Academic Section.....                                                                                         | 3/16  |
| Added Associate of Science Degree effective Fall 2016 for New Students to General Program<br>Information Section.....                                             | 3/16  |
| Updated Financial Section .....                                                                                                                                   | 3/16  |
| Updated Allied Health Section – Removed Practical Nursing Certificate .....                                                                                       | 3/16  |
| Revised Cosmetology C260- OCC.....                                                                                                                                | 3/16  |
| Revised Health Informatics HFNO D197 and Medical Receptionist C214 – FCC .....                                                                                    | 3/16  |
| Removed HNFO C210, C211, C212, and C213 .....                                                                                                                     | 3/16  |
| Revised Executive Office Professional EOP D269 and Office Assistant EOP C268-FCC & WVC.....                                                                       | 3/16  |
| Removed Receptionist EOPC267 FCC & WVC.....                                                                                                                       | 3/16  |
| Revised Board of Trustees .....                                                                                                                                   | 3/16  |
| Revised Contents .....                                                                                                                                            | 3/16  |
| Revised Divider pages and Index .....                                                                                                                             | 3/16  |
| Added Sports Marketing and Media MEDIA D251, Entertainment Business MEDIA C252,<br>Media Communications MEDIA C253, Social Media Management MEDIA C254, WVC ..... | 4/16  |
| Revised Construction Technology CONST D206 & Construction Technician CONST C205<br>FCC and LTC.....                                                               | 4/16  |
| Added FCC to Information Systems Technology IST D217, ISTC216.....                                                                                                | 4/16  |
| Added Welding WELD C276 OCC .....                                                                                                                                 | 4/16  |
| Added Residential HVAC INDMA C506 OCC .....                                                                                                                       | 4/16  |
| Revised Industrial Technician INDS C546 & Inter Industrial Technician C547 .....                                                                                  | 4/16  |



|                                                                                                |      |
|------------------------------------------------------------------------------------------------|------|
| Revised Appendix D - 200.2 Appropriate Use of Information Technology Resources .....           | 4/16 |
| Added Appendix N- 500.30 Withdrawal Policy                                                     |      |
| Added Appendix O – 500.13 Student Placement .....                                              | 4/16 |
| Revised Inside Cover, Contents, General Information, Allied Health, Divider pages & Index..... | 4/16 |
| Removed IQM D278 and IQM C279 from FCC.....                                                    | 5/16 |
| Removed CONST C204 FCC & LTC.....                                                              | 5/16 |
| Added Graphic Arts & Design GAD D199 and Graphic Design GAD C198 – FCC .....                   | 5/16 |
| Removed Basic Quality Manufacturing Skills IQM C277.....                                       | 6/16 |
| Updated Admissions, Academics, General Programs, Allied Health, and course descriptions .....  | 6/16 |

\*Online changes made from August 2015 – July 2016

**Agenda Item #8B**

**Emergency Response Plans**

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE July 19, 2016

RE: Emergency Response Plans 2016

Pursuant to the Campus Security Enhancement Act of 2008, each of the four IECC colleges annually review and update their Campus Emergency Plans to provide an organized plan to facilitate the safety of their students, faculty and staff. The plans outline each of the college’s procedures for managing major emergencies and incidents that may threaten the health, safety and welfare of the campus community or disrupt its programs and activities.

The Emergency Response Plan for 2016 are compliant with both the Illinois Emergency Management Agency Act and the National Incident Management System (NIMS). The Emergency Response Plans are used as a guideline in conjunction with IECC policies, the Violence Prevention Plan, and established emergency procedures. Procedures for specific campus emergency scenarios have been developed for each college and are available on the IECC webpage at [www.iecc.edu/emergency](http://www.iecc.edu/emergency) giving students, staff, faculty, and others easy access to safety guidelines in the event of an emergency.

Additionally, colleges must test their emergency response and evaluation procedures annually. The colleges have completed or scheduled the following drills in 2016-17 to meet this requirement.

|     |                                     |          |
|-----|-------------------------------------|----------|
| FCC | Active Shooter Drill                | 5/6/16   |
|     | Fire Alarm Drill                    | 9/22/16  |
| LTC | Gas Leak Drill                      | 4/7/17   |
|     | Active Shooter Drill                | 8/12/16  |
|     | Earthquake Drill                    | 10/14/16 |
| OCC | Active Shooter Drill                | 1/6/16   |
|     | Fall Workshop Emergency Plan Review | 8/11/16  |
| WVC | Fire Drill                          | 5/22/17  |
|     | Earthquake Drill                    | 10/20/16 |

The Emergency Response Plans were sent by email to the Board. I recommend the Board’s acceptance of each of the Emergency Response Plans.

TLB/rs

**Agenda Item #8C**

**2016 Biennial Review Report**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: July 19, 2016  
RE: Biennial Review Report 2016  
Drug-Free Schools and Communities Act

The Drug-Free Schools and Campus Regulations, as articulated in the Education Department of General Administrative Regulations (EDGAR) Part 86.100, requires that, as a condition of receiving funds or any form of financial assistance under any federal program, an institution of higher education must certify that it has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

In order to certify the District's compliance with the Part 86 regulations, IECC is required to create a program that complies with the regulations as follows:

1. Annually notify each employee and student, in writing, of standards of conduct; a description of appropriate sanctions for violation of federal, state, and local law and campus policy; a description of health risks associated with Alcohol and Other Drug (AOD) use; and a description of available treatment programs.
2. Develop a sound method for distributing annual notification information to every student and staff member each year.
3. Conduct biennial review on the effectiveness of its Alcohol and Other Drug (AOD) programs and the consistency of sanction enforcement.
4. Maintain its biennial review report on file, so that, if requested by the U.S. Department of Education, the college can submit it.

Attached is IECC's 2016 Biennial Review and I ask the Board's approval of this report.

TLB/rs

Attachment

**Illinois Eastern Community Colleges  
Biennial Review Report**

**Drug-Free Schools and Communities Act  
July 2016**

**Certification Requirements**

*The Drug-Free Schools and Campuses Regulations*, as articulated in the *Education Department General Administrative Regulations (EDGAR) Part 86.100*, requires that, as a condition of receiving funds or any form of financial assistance under any federal program, an institution of higher education (IHE) must certify that it has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

In order to certify its compliance with the Part 86 regulations, an IHE must adopt and implement a drug prevention program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by all students and employees both on its premises and as part of its activities. Creating a program that complies with the regulations requires an IHE to do the following:

5. Annually notify each employee and student, in writing, of standards of conduct; a description of appropriate sanctions for violation of federal, state, and local law and campus policy; a description of health risks associated with Alcohol and Other Drug (AOD) use; and a description of available treatment programs.
6. Develop a sound method for distributing annual notification information to every student and staff member each year.
7. Conduct biennial review on the effectiveness of its Alcohol and Other Drug (AOD) programs and the consistency of sanction enforcement.
8. Maintain its biennial review report on file, so that, if requested by the U.S. Department of Education, the college can submit it.

Illinois Eastern Community Colleges  
Drug-Free Program and Policy

**Written Policy on Alcohol and Other Drugs and Student Conduct**

Substance Abuse Policy (100.9)

The Board of Trustees recognizes the importance of a college environment which is free of substance abuse. Programs of education, rehabilitation and treatment are implemented to promote a substance-free college environment. The college environment includes students, employees and other persons participating in District 529-sponsored classes, programs, services and other activities and events. Substance abuse is defined as unauthorized possession, sale, transfer, purchase, or use of alcohol, unlawful narcotics, cannabis or any other controlled substance. Substance abuse within the college environment is prohibited. Students and employees involved in substance abuse within the college environment are subject to disciplinary action. Any illegal substance abuse instance will result in involvement of law enforcement officials. Additionally, the Procedures Manual includes detailed procedures which are pursuant to IECC's

Substance Abuse Policy (100.9) which include standards of conduct and a description of applicable legal sanctions for violation.

Drug-Free Workplace Policy (400.19)

Illinois Eastern Community Colleges has a duty to protect its employees, students and the public from dangers posed by the unlawful manufacture, distribution, dispensation, possession or use of drugs in the workplace. The college will take all reasonable steps to insure a drug-free workplace in its programs during the performance of any federal contract work. IECC policy strictly prohibits all employees engaged in performing federal contract work from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace.

Policy on Student Conduct (500.8)

Regulations shall be adopted for student conduct, based on the Board's belief that students are considered to have reached an age of responsible citizenship and are expected to conduct themselves in a responsible manner both on and off campus. Students, through the act of registration at one of the Illinois Eastern Community Colleges, obligate themselves to obey all rules and regulations which the institution formulates and publishes in the college catalog or the student handbook.

**Biennial Review**

As required by the Drug-Free Schools and Communities Act (DFSCA) and Drug and Alcohol Abuse Prevention Regulations, Part 86, Illinois Eastern Community Colleges conducts a Biennial Review by the end of every even-numbered calendar year and completes a Biennial Review Report on the effectiveness of our AOD program. The Biennial Review Report is kept on file at the IECC District Office, so that, if requested to do so by the U.S. Department of Education, IECC can submit it.

The Biennial Review indicates that IECC has developed and maintained a Substance Abuse Policy and a Drug-Free Workplace Policy, which are well publicized and distributed to the students, faculty, and staff. IECC provides information and services to promote a drug-free campus environment and ensures that disciplinary sanctions are enforced.

**Annual Notification and Distribution of Policy**

Annually, each employee and student receive, in writing, IECC's policies which are in compliance with the Drug-Free Schools and Communities Act and include IECC's Substance Abuse Policy, Drug-Free Workplace Policy, Student Conduct Policy, health risks associated with alcohol and other drug use, and available prevention and treatment programs in the area. Additionally, Illinois Eastern Community Colleges Drug-Free Schools and Community Act information is located in the college catalog on page 27, in the student and faculty handbooks, and on the IECC website at [www.iecc.edu/drugfree](http://www.iecc.edu/drugfree)

IECC has developed a sound method for distributing annual notifications of the required Drug-Free Schools and Community Act information to students and staff through the following procedures:

- A log-in requirement and acknowledgement to all Entrata accounts which provides IECC with a delivery receipt. This acknowledgment is required at mid-term during the Fall and Spring semesters and stated on the Entrata webpage as follows:

*Please review Illinois Eastern Community Colleges' policies in compliance with the Drug-Free Schools and Communities Act at [www.iecc.edu/drugfree](http://www.iecc.edu/drugfree)*

*\_\_\_\_\_ I acknowledge that I have read and received information on the IECC website which includes IECC's Substance Abuse Policy, Drug-Free Workplace Policy and Student Conduct Policy, health risks associated with alcohol and other drug use, and available prevention and treatment programs in the area.*

- A link to the IECC website [www.iecc.edu/drugfree](http://www.iecc.edu/drugfree) is printed on each student's class schedule every semester.
- An email is sent to all IECC employees and students on September 1 and February 1 which provides a link to the IECC website at [www.iecc.edu/drugfree](http://www.iecc.edu/drugfree).
- A written notification regarding IECC's Substance Abuse Policy and Drug-Free Workplace Policy is included in each employee's W-2 which is mailed annually in January.

IECC's Substance Abuse Policy (100.9) and Drug-Free Workplace Policy (400.19) are included in both the Faculty Handbook and Employee Handbook which are distributed to new employees upon employment with IECC. These handbooks and the IECC Board of Trustees Policy Manual are available online to IECC faculty and staff through the IECC intranet. The IECC Procedures Manual includes detailed procedures that are pursuant to IECC's Substance Abuse Policy (100.9). An email is sent semiannually, September 1 and February 1, to all employees regarding IECC's Substance Abuse and Drug-Free Workplace policies and procedures which include standards of conduct and appropriate sanctions for violation.

Each semester at Freshman Orientation, IECC students are given a packet of materials which may include pamphlets about alcohol poisoning, a bookmark about the Illinois Zero Tolerance Law, and brochures about the effects of alcohol abuse. On each student's course schedule, the following statement is also printed to ensure that IECC's distribution of our policies and resources are well distributed annually to each student.

*IECC complies with the Drug-Free Schools and Campuses Regulations. Go to [www.iecc.edu/drugfree](http://www.iecc.edu/drugfree) for information and resources.*

IECC's Drug-Free Schools and Communities Act information is available at [www.iecc.edu/drugfree](http://www.iecc.edu/drugfree). The website is available 24/7 to students, faculty and staff and it includes IECC's Substance Abuse Policy, Drug-Free Workplace Policy, and Student Conduct Policy, health risks associated with alcohol and other drug use, and available treatment programs.

Additional methods of distribution and promoting awareness of AOD are as follows:

- Drug-free and alcohol abuse materials are distributed to students throughout the semester.



- Drug-free and alcohol abuse materials are available in the colleges' brochure racks and in the Student Services Offices.
- Posters are displayed around the colleges concerning alcohol abuse and Illinois law.
- Distribution of a brochure from Southeastern Illinois Counseling Center to refer students to that agency should they need additional assistance.
- The colleges offer student centers, recreation centers, fitness centers, or other alcohol-free settings.
- Alcohol-free events and activities are created and promoted at each college.
- Alcohol is banned on college campuses.
- Alcohol advertising on the college campuses is banned or limited.
- Alcohol industry sponsorship for on-campus events is banned or limited.

**Recommendations for Revising IECC's AOD Program**

IECC's 2016 biennial review identified the following recommendation which will maintain the effectiveness of the program:

- Regularly review and update IECC's website to ensure the accuracy and availability of information pertinent to alcohol, drugs, treatment and resources.

IECC conducted a biennial review of its drug prevention program and policy and has determined that it is adequately effective in promoting a drug-free campus environment to the students, faculty and staff. The recommendation listed above will maintain the effectiveness of IECC's policy and procedures on alcohol and other drugs. IECC will continue to conduct a biennial review to review the program's effectiveness, implement needed changes, and ensure that disciplinary sanctions are consistently enforced.

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

**Substance Abuse Policy (100.9)**

Date Adopted: December 19, 1989

The Board of Trustees recognizes the importance of a college environment which is free of substance abuse. Programs of education, rehabilitation and treatment are implemented to promote a substance-free college environment. The college environment includes students, employees and other persons participating in District 529-sponsored classes, programs, services and other activities and events. Substance abuse is defined as unauthorized possession, sale, transfer, purchase, or use of alcohol, unlawful narcotics, cannabis or any other controlled substance. Substance abuse within the college environment is prohibited. Students and employees involved in substance abuse within the college environment are subject to disciplinary action. Any illegal substance abuse instance will result in involvement of law enforcement officials.

Contractors to District 529 are expected to comply with the Drug-Free Workplace Act of 1988.

**HUMAN RESOURCES – 400**

**Drug-Free Workplace Policy (400.19)**

Date Adopted: November 20, 1990

Illinois Eastern Community Colleges has a duty to protect its employees, students and the public from dangers posed by the unlawful manufacture, distribution, dispensation, possession or use of drugs in the workplace. The College will take all reasonable steps to insure a drug-free workplace in its programs during the performance of any federal contract work. IECC policy strictly prohibits all employees engaged in performing federal contract work from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace.

I. NOTICE OF CONVICTION

As a condition of employment, all employees directly engaged in performing work under federal grants must agree to comply with this policy and must agree to notify the President or the Chief Executive Officer no later than five (5) days after any conviction for workplace violation of a criminal drug statute. The Agency will report such convictions to the federal government within ten (10) days.

Any employee who is convicted of such a crime is also subject to discipline up to and including discharge. Where appropriate, in the College's discretion, employees who are convicted of such crimes may be required to participate satisfactorily in a drug rehabilitation or counseling program.

II. DEFINITIONS

The term "controlled substances" means substances listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C., and § 812. Among other substances, it includes such illegal drugs as marijuana, cocaine, crack, PCP, heroin, morphine and LSD. For the purpose of this policy, drugs are defined as any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug but which is not legally obtained, is not being used for prescribed purposes and/or is not being taken according to prescribed dosages.

The phrase "conviction for a violation of a criminal drug statute" means a finding of guilt, a no contest plea or an imposition of sentence by any judicial body for any violation of any state or federal criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.

III. PENALTIES FOR VIOLATION

Compliance with this policy is a condition of continued employment. Consequently, a violation of any aspect of this policy will render College employees subject to disciplinary action, up to and including termination. Alternatively, if deemed appropriate by the College under the particular circumstances, any employee who violates this policy may be required to participate in and complete a drug abuse assistance or rehabilitation program to the satisfaction of the Agency.

**STUDENT PERSONNEL – 500**

**Policy on Student Conduct (500.8)**

Date Adopted: December 19, 1989

Revised: February 21, 2006

Regulations shall be adopted for student conduct, based on the Board's belief that students are considered to have reached an age of responsible citizenship and are expected to conduct themselves in a responsible manner both on and off campus. Students, through the act of registration at one of the Illinois Eastern Community Colleges, obligate themselves to obey all rules and regulations which the institution formulates and publishes in the college catalog or the student handbook.

100.9 Substance Abuse Policy

*Procedure - Substance Abuse*

The following procedures are pursuant to Illinois Eastern Community Colleges policy on Substance Abuse Policy, (100.9).

The following personnel will assume a major responsibility for administration of the Substance Abuse Policy and Procedures: The President and the Dean of the College; the Chief Executive Officer at the District level.

1. IECC Publications and marketing materials shall include the following statement:

Illinois Eastern Community Colleges' Board of Trustees has adopted the Substance Abuse Policy. Students and employees involved in substance abuse, within the college environment, are subject to disciplinary action.

2. Individuals involved in substance abuse shall be reported immediately to the College President.
3. The College President shall discuss the reported violation with the violator within 48 hours of the report.
4. The College President will make a recommendation of referral to an appropriate agency and disciplinary action or dismissal to the Chief Executive Officer within five (5) working days of the reported violation. In instances of violation of civil law, the President will also notify appropriate law enforcement agencies.
5. In life threatening instances, the reporting college employee should take immediate action to notify college administration. The College President will immediately obtain the assistance of medical, law enforcement, or other appropriate officials. In the event that an administrator is not available, the employee will request assistance of medical, law enforcement or other appropriate officials and notify a college administrator immediately thereafter.
6. If the individual involved in substance abuse is an employee of the District Office, the report shall be to the Chief Executive Officer and the above procedures implemented at that level.
7. Instance of a violation of this policy shall be documented. The College President or the Chief Executive Officer will notify each employee in a written statement, that as a condition of employment under any federal grant, the employee will: a) abide by the terms of the policy statement, and b) notify the College President or Chief Executive Officer of any criminal drug statute conviction or violation occurring in the workplace no later than five (5) days after each conviction.
8. The College President or Chief Executive Officer will notify the funding agency within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
9. An individual receiving a grant directly from a federal agency must sign the following certification "As a condition of the grant, I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the grant."
10. Every student receiving a Pell Grant must attest to his/her noninvolvement with drugs.

100.9 Substance Abuse Policy

11. Illinois Eastern Community Colleges will take one of the following actions within thirty (30) days of receiving notice regarding conviction or violation occurring in the workplace, with respect to an employee, if so convicted.
  - a. Taking appropriate action against such an employee, up to and including termination, or
  - b. Requiring such an employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
12. The Chief Executive Officer shall be responsible for recommendations to the Board of Trustees regarding disciplinary action taken through this policy and/or procedure.
13. The Dean of the College shall be responsible for conduct of an annual substance abuse awareness faculty and staff training activity.
14. Enforcement of the policy and procedures on substance abuse is limited to college or district owned and rented facilities and college district sponsored activities.
15. In cases where a minor is subject to this policy or procedure, the college or district administrator shall notify the parents or legal guardian of violations and disciplinary actions.
16. Any expenses resulting from disciplinary actions shall be the responsibility of the employee or student who violates the policy or procedure.
17. Each employee and student will be apprised annually in writing of the Substance Abuse Policy and Procedures.
18. Appeals to this policy shall follow appeal policy procedures for students or employees.
19. The Board of Trustees Policy and Procedure regarding Substance Abuse takes into account the Drug-Free Workplace Act, Title V-D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) and other applicable laws and regulations pertaining to community colleges.

500.8 Policy on Student Conduct

Revised: 2/8/06

Revised: 4/19/2011

Procedure - Student Conduct

Illinois Eastern Community Colleges (IECC) students are considered to have reached an age of responsible citizenship and are expected to conduct themselves in a responsible manner both on and off campus. Through the act of registration at one of the Illinois Eastern Community Colleges, students obligate themselves to obey all rules and regulations which the institution formulates and publishes in the college catalog or student handbook. Copies may be obtained in all Student Services Offices. These documents contain specific disciplinary rules and regulations as well as procedures followed in case infractions occur. The Student Senate, faculty, and administration of each of the colleges will share in developing and implementing specific regulations to encourage desirable conduct. It is the responsibility of the student to obtain publications outlining these regulations and to become familiar with the District's standard of conduct. The following general policies shall apply to student conduct throughout the IECC District:

1. Students shall maintain standards of conduct which are in accordance with the policies noted above and the specific rules and regulations developed at each of the college campuses.
2. The Student Senate(s) shall accept primary responsibility for governing student conduct at college-sponsored social activities and functions.
3. The District reserves the right to request, for good cause, a physical, psychological, or psychiatric examination or a drug test from a student at any such time that such course of action would deem to be in the best interest of the student and/or the college.
4. A Committee for Student Discipline will be appointed by the college President in the fall of each academic year. Student misconduct will be handled by appropriate college officials who may call the Committee for Student Discipline if they desire. The Committee for Student Discipline shall consist of five members, two elected from the Student Senate and three faculty members appointed by the President of the College. The Committee shall submit its recommendations to the President of the college.
5. In instances where student misconduct results in the involvement of civil law enforcement authorities, the statutes of the State of Illinois or the ordinances of local municipal and county governments shall take precedence over any action recommended or contemplated by Illinois Eastern Community Colleges.
6. Allied Health students who may for any reason appear to be unsafe in the clinical area or who may compromise client safety may be required to submit to a psychiatric or psychological examination at any time. Expenses incident to such an examination are the responsibility of the student.
7. Information gathered in the Behavioral Incident Report in connection with the District's Violence Prevention Plan may also be considered in determining appropriate disciplinary actions.

**Agenda Item #8D**

**Articulation Agreement between SIU-C and IECC  
Radiologic Sciences**



MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: July 19, 2016  
RE: Program Articulation Agreement Between SIU-C and IECC – Radiologic Science

The District can approve a Program Articulation Agreement between SIUC and IECC. This program articulation agreement would allow all IECC graduates with an A.A.S. in Radiologic Science and who meet SIUC admission requirements, to be considered for admission into SIU-C's Bachelor of Science Degree in Radiologic Science.

This agreement has been reviewed and approved by Dean of Allied Health Theresa Marcotte and President Rodney Raney.

I ask Board approval of this program articulation agreement between SIU-C and IECC.

TLB/rs

Attachment

PROGRAM ARTICULATION AGREEMENT  
BETWEEN  
ILLINOIS EASTERN COMMUNITY COLLEGES  
OLNEY, IL

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE  
CARBONDALE, IL

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this agreement is entered into this \_\_\_\_day of \_\_\_\_, 2016 (Effective Date) by and between Illinois Eastern Community Colleges and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

I. TERM AND TERMINATION

- A. Term. This Agreement shall commence as of the Effective Date (or if no Effective Date is indicated upon the date the Agreement is fully executed by the Parties) and shall remain in effect for a period of five (5) years thereafter. The Parties may renew or extend this Agreement only by written instrument signed by the authorized representatives of each Party.
- B. Termination. This Agreement may be terminated by either Party, with or without cause, upon 60 days advance written notice. The Parties agree that no additional students shall be accepted into the program after a Party's receipt of any written notice of termination. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

II. TRANSFER REQUIREMENTS

- A. All graduates of Illinois Eastern Community Colleges with an Associate of Applied Science (A.A.S.) degree in Radiography and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Radiologic Sciences (RAD): *Education and Management Option* on-line program in the College of Applied Sciences and Arts based upon the Department's enrollment criteria and space availability.
- B. An Illinois Eastern Community Colleges graduate receiving an Associate of Applied Science (A.A.S.) degree in Radiography and following the degree plan attached to this agreement, will be considered for admission to SIU Carbondale's Radiologic Sciences (RAD): *Education and Management Option* on-line program if the following are met:

1. The student has earned a minimum of 60 semester hours transferable to SIU Carbondale
  2. The student has earned an overall grade point average (GPA) of 2.0 or above (4.0 scale) for his or her collegiate work as calculated by SIU Carbondale's grading regulations
  3. Confirmation by the SIU Carbondale College of Applied Sciences and Arts that the student has satisfactorily completed the following courses as part of the Associate of Applied Science (A.A.S.) degree in Radiography at Illinois Eastern Community Colleges:
    - SPE 1101-3, *Fund. Effective Speaking*
    - PSY 1101-3, *General Psychology*
    - LSC 2111 & LSC 2112-8, *Human Anatomy Physiology I&II*
- C. Acceptance into the Capstone Option reduces the University Core Curriculum for the Associate of Applied Science (A.A.S.) degree in Radiography at Illinois Eastern Community Colleges pursuing the B.S in Radiologic Sciences (RAD): *Education and Management Option* on-line program at SIU Carbondale to 30 semester hours. This, along with taking the courses listed above as part of the A.A.S. degree makes it possible for the student to complete the B.S. in in Radiologic Sciences (RAD): *Education and Management Option* on-line program at SIU Carbondale in approximately 63 additional semester hours beyond the Associate degree.
- D. Illinois Eastern Community Colleges students transferring to the Radiologic Sciences (RAD) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate degree requirements at Illinois Eastern Community Colleges will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department. These students will also not be eligible to receive the Capstone Option benefits and will be considered based upon the Department's enrollment criteria and space availability.
- E. Students will be required to complete a minimum of 42 senior institution hours at the 300-400 course level, with the last 30 such senior institution hours being at SIU Carbondale for residency purposes. Those students enrolled in an approved program delivered by SIU Carbondale Extended Campus will have completed the residency requirement for the University upon completion of all courses required by the program. All students will be required to complete at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Radiologic Sciences (RAD). Coursework may include University Core Curriculum as well as Radiologic Sciences (RAD) major courses.

### III. COURSE DELIVERY

- A. Delivery of courses and programs will be based on mutual agreement between the parties (as specified in the SIU Carbondale program) provided there is a minimum class enrollment in each course adequate to meet expenses. Courses with inadequate enrollment may be subject to cancellation, which said cancellation shall be at the sole and absolute discretion of SIU Carbondale. SIU Carbondale shall notify Illinois Eastern Community Colleges of any cancellation due to inadequate enrollment.
  - B. SIU Carbondale will perform registration and advisement counseling as needed to support the courses offered. SIU Carbondale will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with Illinois Eastern Community Colleges and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
  - C. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.
  - D. SIU Carbondale reserves the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
  - E. This agreement permits students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete the degree.
- IV. ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:
- A. Subject to federal and state guidelines, Illinois Eastern Community Colleges will be considered the home institution for the purpose of processing Financial Aid until such time that the student either graduates or severs ties with Illinois Eastern Community Colleges.
  - B. Designate in writing a person or persons as point of contact between Illinois Eastern Community Colleges and SIU Carbondale on all matters relating to the courses delivered.
  - C. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
  - D. Permit students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete a degree.
- V. PROGRAM ARTICULATION COMMUNICATION

- A. An SIU Carbondale College of Applied Sciences and Arts, Radiologic Sciences (RAD) representative will communicate periodically with Illinois Eastern Community Colleges personnel in Radiography for general advisement and degree planning purposes.
- B. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Illinois Eastern Community Colleges students will be eligible to receive the Bachelor of Science degree in Radiologic Sciences (RAD), College of Applied Sciences and Arts, Southern Illinois University Carbondale.
- C. Should changes occur in course or program content, the institution making the change agrees to notify the other institution in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.
- D. The Parties acknowledge and agree that the terms of this Agreement will result in the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 and its implementing regulations (“FERPA”). Accordingly the Parties agree that any exchange or disclosure between the Parties of personally identifiable information from education records shall be in accordance with FERPA.
- E. Indemnification:
  - 1. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIU Carbondale shall indemnify and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIU Carbondale, its agents or employees, in the performance of SIU Carbondale’s obligations under this Agreement.
  - 2. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify and hold harmless SIU Carbondale, its agents and employees, from any claims, demands, or causes of action arising out of negligent acts or omissions of the College, its agents or employees, in the performance of the College’s obligations under this Agreement.
- F. Reasonable efforts will be made to resolve problems with student(s) through discussions with the student’s program instructor, supervisor, and SIU Carbondale’s faculty members; however SIU Carbondale reserves the right to remove any student from enrollment at SIU Carbondale upon SIU Carbondale’s determination that the student is unable or unwilling to fulfill the requirements of SIU Carbondale’s educational program and mission, including but not limited to

the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIU Carbondale, and the SIU Carbondale Student Conduct Code. SIU Carbondale shall also have the right to withdraw any student from its education degree program in accordance with its academic requirements, including but not limited to unsatisfactory academic performance and/or social misconduct.

G. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.

H. Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

For SIU Carbondale: Dr. Scott Collins, Director  
School of Allied Health  
College of Applied Sciences and Arts  
Southern Illinois University Carbondale  
Mail code 6615  
Applied Science and Arts Building  
Carbondale, IL 62901  
Email: kscollin@siu.edu  
Phone: 618-453-8800

For Illinois Eastern Community Colleges: Chris Cantwell  
Chief Academic Officer  
Illinois Eastern Community Colleges  
233 East Chestnut  
Olney, IL 62450  
Email: cantwellc@iecc.edu  
Phone: 618-393-2982

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date written herein.

ILLINOIS EASTERN COMMUNITY COLLEGES

\_\_\_\_\_  
Chris Cantwell, Chief Academic Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

\_\_\_\_\_  
Theresa Marcotte, Associate Dean of Allied Health  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

\_\_\_\_\_  
G. Andrew Fischer, Chairman, IECC Board of Trustees

\_\_\_\_\_  
Date

Illinois Eastern Community Colleges

\_\_\_\_\_  
Terry Bruce, Chief Executive Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

By \_\_\_\_\_  
Susan M. Ford, Interim Provost and  
Vice Chancellor for Academic Affairs for  
Brad Colwell, Interim Chancellor  
Southern Illinois University

\_\_\_\_\_  
Date

**Agenda Item #8E**

**Articulation Agreement between SIU-C and IECC  
Health Care Management**



MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: August 19, 2014

RE: Program Articulation Agreement between IECC and Southern Illinois University-Carbondale in Health Care Management

The following Program Articulation Agreement between IECC and Southern Illinois University-Carbondale will allow IECC Associate transfer degree graduates (A.A., A.S., A.S.A., and A.G.S.) and IECC Associate in Applied Science graduates in Certified Medical Assistant, Computer Telephony, Executive Office Professional, Health Informatics, Human Resource Assistant, Information Systems Support, Information System Technology, Marketing Business Management, Medical Office Assistant, Nursing (ADN), Office Administration, Office Management, Paralegal, Paramedicine, Paraprofessional Educator, Radiography, and Sport Management who meet SIUC entrance requirements to be considered, based on space availability, for admission into SIUC's Bachelor of Science degree in Health Care Management online program in the College of Applied Sciences and Arts.

This Program Articulation Agreement will allow IECC and SIUC to form a cooperative relationship to better serve our students by facilitating transfer, minimizing duplication of instruction and build on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties and shall remain in effect for a period of five (5) years thereafter. This agreement may be terminated by either party, with or without cause, upon 60 days advance written notice.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIUC.

TLB/rs

Attachment

PROGRAM ARTICULATION AGREEMENT  
BETWEEN  
ILLINOIS EASTERN COMMUNITY COLLEGES  
OLNEY, IL

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE  
CARBONDALE, IL

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this agreement is entered into this \_\_\_\_ day of \_\_\_\_, 2016 (Effective Date) by and between Illinois Eastern Community Colleges and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

VI. TERM AND TERMINATION

- C. Term. This Agreement shall commence as of the Effective Date (or if no Effective Date is indicated upon the date the Agreement is fully executed by the Parties) and shall remain in effect for a period of five (5) years thereafter. The Parties may renew or extend this Agreement only by written instrument signed by the authorized representatives of each Party.
- D. Termination. This Agreement may be terminated by either Party, with or without cause, upon 60 days advance written notice. The Parties agree that no additional students shall be accepted into the program after a Party's receipt of any written notice of termination. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

VII. TRANSFER REQUIREMENTS

- F. All graduates of Illinois Eastern Community Colleges with an Associate degree in Arts (AA); General Studies (AGS); Science (AS); Science and Arts (ASA); Certified Medical Assistant (AAS); Computer Telephony (CTD); Executive Office Professional (AAS); Health Informatics (AAS); Human Resource Assistant (AAS); Information Systems Support (AAS); Information System Technology (AAS); Marketing Business Management (AAS); Medical Office Assistant (AAS); Nursing (ADN); Office Administration (AAS); Office Management (AAS); Paralegal (AAS); Paramedicine (AAS); Paraprofessional Educator (AAS); Radiography (AAS); Sport Management (AAS) and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Health Care Management (HCM) on-line program in the College of Applied Sciences and Arts based upon the Department's enrollment criteria and space availability.

G. A Illinois Eastern Community Colleges graduate receiving an Associate degree in Arts (AA); General Studies (AGS); Science (AS); Science and Arts (ASA); Certified Medical Assistant (AAS); Computer Telephony (CTD); Executive Office Professional (AAS); Health Informatics (AAS); Human Resource Assistant (AAS); Information Systems Support (AAS); Information System Technology (AAS); Marketing Business Management (AAS); Medical Office Assistant (AAS); Nursing (ADN); Office Administration (AAS); Office Management (AAS); Paralegal (AAS); Paramedicine (AAS); Paraprofessional Educator (AAS); Radiography (AAS); Sport Management (AAS) and following the degree plan attached to this agreement, will be considered for admission to SIU Carbondale's Health Care Management (HCM) on-line program if the following are met:

1. The student has earned a minimum of 60 semester hours transferable to SIU Carbondale
2. The student has earned an overall grade point average (GPA) of 2.0 or above (4.0 scale) for his or her collegiate work as calculated by SIU Carbondale's grading regulations
3. Confirmation by the SIU Carbondale College of Applied Sciences and Arts that the student has satisfactorily completed the following courses as part of the Associate degree in Arts (AA); General Studies (AGS); Science (AS); Science and Arts (ASA); Certified Medical Assistant (AAS); Computer Telephony (CTD); Executive Office Professional (AAS); Health Informatics (AAS); Human Resource Assistant (AAS); Information Systems Support (AAS); Information System Technology (AAS); Marketing Business Management (AAS); Medical Office Assistant (AAS); Nursing (ADN); Office Administration (AAS); Office Management (AAS); Paralegal (AAS); Paramedicine (AAS); Paraprofessional Educator (AAS); Radiography (AAS); Sport Management (AAS) at Illinois Eastern Community Colleges:

- SPE 1101-3, *Fundamentals of Effective Speaking*
- MTH 1103-3, *Liberal Arts Math*
- ENG 1111-3, *Composition I*
- ECON 2102-3, *Principles of Microeconomics*
- PSY 1101-3, *General Psychology*

H. Acceptance into the Capstone Option reduces the University Core Curriculum for the Associate degree recipient in Arts (AA); General Studies (AGS); Science (AS); Science and Arts (ASA); Certified Medical Assistant (AAS); Computer Telephony (CTD); Executive Office Professional (AAS); Health Informatics (AAS); Human Resource Assistant (AAS); Information Systems Support (AAS); Information System Technology (AAS); Marketing Business Management (AAS); Medical Office Assistant (AAS); Nursing (ADN); Office Administration (AAS); Office Management (AAS); Paralegal (AAS); Paramedicine (AAS); Paraprofessional Educator (AAS); Radiography (AAS); Sport Management

(AAS) at Illinois Eastern Community Colleges pursuing the B.S. in Health Care Management (HCM) on-line program at SIU Carbondale to 30 semester hours. This, along with taking the courses listed above as part of the A.A.S. degree makes it possible for the student to complete the B.S. in Health Care Management (HCM) on-line program at SIU Carbondale in approximately 59 to 71 additional semester hours beyond the Associate degree.

- I. Illinois Eastern Community Colleges students transferring to the Health Care Management (HCM) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate degree requirements at Illinois Eastern Community Colleges will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department. These students will also not be eligible to receive the Capstone Option benefits and will be considered based upon the Department's enrollment criteria and space availability.
- J. Students will be required to complete a minimum of 42 senior institution hours at the 300-400 course level, with the last 30 such senior institution hours being at SIU Carbondale for residency purposes. Those students enrolled in an approved program delivered by SIU Carbondale Extended Campus will have completed the residency requirement for the University upon completion of all courses required by the program. All students will be required to complete at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Health Care Management (HCM). Coursework may include University Core Curriculum as well as Health Care Management (HCM) major courses.

## VIII. COURSE DELIVERY

- F. Delivery of courses and programs will be based on mutual agreement between the parties (as specified in the SIU Carbondale program) provided there is a minimum class enrollment in each course adequate to meet expenses. Courses with inadequate enrollment may be subject to cancellation, which said cancellation shall be at the sole and absolute discretion of SIU Carbondale. SIU Carbondale shall notify Illinois Eastern Community Colleges of any cancellation due to inadequate enrollment.
- G. SIU Carbondale will perform registration and advisement counseling as needed to support the courses offered. SIU Carbondale will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with Illinois Eastern Community Colleges and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
- H. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.

- I. SIU Carbondale reserves the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
  - J. This agreement permits students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete the degree.
- IX. ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:
- E. Subject to federal and state guidelines, Illinois Eastern Community Colleges will be considered the home institution for the purpose of processing Financial Aid until such time that the student either graduates or severs ties with Illinois Eastern Community Colleges.
  - F. Designate in writing a person or persons as point of contact between Illinois Eastern Community Colleges and SIU Carbondale on all matters relating to the courses delivered.
  - G. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
  - H. Permit students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete a degree.
  - I.
- X. PROGRAM ARTICULATION COMMUNICATION
- I. An SIU Carbondale College of Applied Sciences and Arts, Health Care Management (HCM) representative will communicate periodically with Illinois Eastern Community Colleges personnel in Arts (AA); General Studies (AGS); Science (AS); Science and Arts (ASA); Certified Medical Assistant (AAS); Computer Telephony (CTD); Executive Office Professional (AAS); Health Informatics (AAS); Human Resource Assistant (AAS); Information Systems Support (AAS); Information System Technology (AAS); Marketing Business Management (AAS); Medical Office Assistant (AAS); Nursing (ADN); Office Administration (AAS); Office Management (AAS); Paralegal (AAS); Paramedicine (AAS); Paraprofessional Educator (AAS); Radiography (AAS); Sport Management (AAS) for general advisement and degree planning purposes.
  - J. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Illinois Eastern Community Colleges students will be eligible to receive the Bachelor of

Science degree in Health Care Management (HCM), College of Applied Sciences and Arts, Southern Illinois University Carbondale.

- K. Should changes occur in course or program content, the institution making the change agrees to notify the other institution in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.
- L. The Parties acknowledge and agree that the terms of this Agreement will result in the disclosure of personally identifiable information from education records protected from disclosure and re-disclosure by the Family Educational Rights and Privacy Act of 1974 and its implementing regulations (“FERPA”). Accordingly the Parties agree that any exchange or disclosure between the Parties of personally identifiable information from education records shall be in accordance with FERPA.
- M. Indemnification:
  - 3. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIU Carbondale shall indemnify and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIU Carbondale, its agents or employees, in the performance of SIU Carbondale’s obligations under this Agreement.
  - 4. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify and hold harmless SIU Carbondale, its agents and employees, from any claims, demands, or causes of action arising out of negligent acts or omissions of the College, its agents or employees, in the performance of the College’s obligations under this Agreement.
- N. Reasonable efforts will be made to resolve problems with student(s) through discussions with the student’s program instructor, supervisor, and SIU Carbondale’s faculty members; however SIU Carbondale reserves the right to remove any student from enrollment at SIU Carbondale upon SIU Carbondale’s determination that the student is unable or unwilling to fulfill the requirements of SIU Carbondale’s educational program and mission, including but not limited to the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIU Carbondale, and the SIU Carbondale Student Conduct Code. SIU Carbondale shall also have the right to withdraw any student from its education degree program in accordance with its academic requirements, including but not limited to unsatisfactory academic performance and/or social misconduct.
- O. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.

P. Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

For SIU Carbondale: Dr. Scott Collins, Director  
School of Allied Health  
College of Applied Sciences and Arts  
Southern Illinois University Carbondale  
Mail code 6615  
Applied Science and Arts Building  
Carbondale, IL 62901  
Email: kscollin@siu.edu  
Phone: 618-453-8800

For Illinois Eastern Community Colleges: Chris Cantwell  
Chief Academic Officer  
Illinois Eastern Community Colleges  
233 East Chestnut  
Olney, IL 62450  
Email: cantwellc@iecc.edu  
Phone: 618-393-2982

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the Agreement is enforceable on behalf of and against each party as of the date written herein.

ILLINOIS EASTERN COMMUNITY COLLEGES

\_\_\_\_\_  
Chris Cantwell, Chief Academic Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terry Bruce, Chief Executive Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

\_\_\_\_\_  
G. Andrew Fischer, Chairman, IECC Board of Trustees  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

By \_\_\_\_\_  
Susan M. Ford, Interim Provost and  
Vice Chancellor for Academic Affairs for  
Brad Colwell, Interim Chancellor  
Southern Illinois University

\_\_\_\_\_  
Date

**Agenda Item #8F**

**Prevailing Wage**



MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: July 19, 2016  
RE: Prevailing Rate of Wages

The State of Illinois enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city, or any public body or any political subdivision or by anyone under contract for public works,” on June 26, 1941. This Act is known unofficially as the “Prevailing Wage Act”. The Act requires all public entities to pay pursuant to the prevailing wages as provided by the Illinois Department of Labor. The District complies with this Act.

The most recent prevailing wage rates from the Illinois Department of Labor for the campus counties of Crawford, Richland, Wabash and Wayne are attached.

I ask the Board’s approval of the prevailing rate of wages as determined by the Illinois Department of Labor for the counties of Crawford, Richland, Wabash and Wayne.

TLB/akb

Attachment

**AN ORDINANCE OF THE BOARD OF TRUSTEES  
OF ILLINOIS EASTERN COMMUNITY COLLEGES  
COUNTIES OF CRAWFORD, RICHLAND, WABASH AND WAYNE, ILLINOIS  
ASCERTAINING THE PREVAILING RATE OF WAGES  
FOR LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED  
IN ANY PUBLIC WORKS OF SAID DISTRICT**

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended and

WHEREAS, the aforesaid Act requires that the Board of Trustees of Illinois Eastern Community Colleges District #529, counties of Crawford, Richland, Wabash and Wayne investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Board of Trustees, employed in performing construction of public works, for said Board of Trustees.

NOW THEREFORE, BE IT ORDAINED BY THE CHIEF EXECUTIVE OFFICER AND BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Board of Trustees is hereby ascertained to be the same as the prevailing rate of wages for construction work in Crawford, Richland, Wabash and Wayne Counties as determined by the Department of Labor of the State of Illinois as of **July of 2015**, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Board of Trustees. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the BOARD OF TRUSTEES to the extent required by the aforesaid Act.

SECTION 3: The Board Secretary shall publicly post or keep available for inspection by any interested party in the main office of the Board of Trustees this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Board Secretary shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The Board Secretary shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The Board Secretary shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

PASSED THIS 19th day of July, 2016.

APPROVED: \_\_\_\_\_  
Chairman of the Board of Trustees  
Illinois Eastern Community Colleges

(SEAL)

ATTEST: \_\_\_\_\_  
Board Secretary

STATE OF ILLINOIS )  
COUNTIES OF CRAWFORD, RICHLAND, WABASH, AND WAYNE ) s.s.  
ILLINOIS EASTERN COMMUNITY COLLEGES )

**CERTIFICATE**

I, Renee Smith, DO HEREBY CERTIFY THAT I am the Board Secretary in and for the Board of Trustees; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chief Executive Officer and Board of Trustees of Illinois Eastern Community Colleges being entitled: "AN ORDINANCE OF THE BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGES, COUNTIES OF CRAWFORD, RICHLAND, WABASH AND WAYNE, ILLINOIS ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED IN ANY PUBLIC WORKS OF SAID DISTRICT," at a regular meeting held on the 19th day of July, 2016, the ordinance being a part of the official records of said Board of Trustees.

DATED: This 19th day of July, 2016.

\_\_\_\_\_  
Board Secretary

(SEAL)

**CERTIFICATE**

To All To Whom These Presents Shall Come, Greeting:

I, Renee Smith, Secretary, Board of Trustees, do hereby certify that the  
(Name of Certifying Official) (Title of Certifying Official)

attached is a true and correct copy of Ordinance/Resolution adopted by

Illinois Eastern Community Colleges Board of Trustees on July 19, 2016.  
(Name of Public Body) (Date of Adoption)

(SEAL)

\_\_\_\_\_  
(Signature of Official)

## **LEGAL NOTICE**

The Board of Trustees of Illinois Eastern Community Colleges, District No. 529, State of Illinois, on July 19, 2016, passed an ordinance establishing the prevailing wage rates for construction on public works, as determined by the Illinois Department of Labor. Anyone wishing to inspect said ordinance may do so at the Business Office of IECC, 233 East Chestnut Street, Olney, Illinois, during normal office hours, Monday through Friday.

By order of the Board of Trustees  
Renee Smith, Board Secretary

# Crawford County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

| Trade Name                           | RG | TYP | C | Base   | FRMAN  | M-F>8 | OSA | OSH | H/W   | Pensn | Vac   | Trng  |
|--------------------------------------|----|-----|---|--------|--------|-------|-----|-----|-------|-------|-------|-------|
| =====                                | == | === | = | =====  | =====  | ===== | === | === | ===== | ===== | ===== | ===== |
| ASBESTOS ABT-GEN                     |    | ALL |   | 27.250 | 27.700 | 1.5   | 1.5 | 2.0 | 6.600 | 12.44 | 0.000 | 0.900 |
| ASBESTOS ABT-MEC                     |    | BLD |   | 22.000 | 23.000 | 1.5   | 1.5 | 2.0 | 6.700 | 6.350 | 0.000 | 0.650 |
| BOILERMAKER                          |    | BLD |   | 33.340 | 35.840 | 1.5   | 1.5 | 2.0 | 7.070 | 21.53 | 1.250 | 0.400 |
| BRICK MASON                          |    | BLD |   | 29.810 | 31.310 | 2.0   | 2.0 | 2.0 | 7.200 | 10.61 | 0.000 | 0.850 |
| CARPENTER                            |    | BLD |   | 31.700 | 33.950 | 1.5   | 1.5 | 2.0 | 8.000 | 14.15 | 0.000 | 0.520 |
| CARPENTER                            |    | HWY |   | 30.290 | 32.040 | 1.5   | 1.5 | 2.0 | 8.000 | 14.15 | 0.000 | 0.520 |
| CEMENT MASON                         |    | BLD |   | 31.010 | 32.760 | 1.5   | 1.5 | 2.0 | 7.200 | 9.050 | 0.000 | 0.500 |
| CEMENT MASON                         |    | HWY |   | 28.650 | 30.150 | 1.5   | 1.5 | 2.0 | 7.500 | 6.780 | 0.000 | 0.300 |
| CERAMIC TILE FNSHER                  |    | BLD |   | 29.580 | 0.000  | 1.5   | 1.5 | 2.0 | 7.200 | 8.200 | 0.000 | 0.000 |
| COMM SYSTEMS TECH                    |    | BLD |   | 26.850 | 29.550 | 1.5   | 1.5 | 2.0 | 5.850 | 5.690 | 0.000 | 0.290 |
| ELECTRIC PWR EQMT OP                 |    | ALL | 1 | 38.010 | 0.000  | 1.5   | 1.5 | 2.0 | 5.760 | 10.64 | 0.000 | 0.380 |
| ELECTRIC PWR EQMT OP                 |    | ALL | 2 | 33.940 | 0.000  | 1.5   | 1.5 | 2.0 | 5.760 | 9.510 | 0.000 | 0.340 |
| ELECTRIC PWR GRNDMAN                 |    | ALL |   | 27.970 | 0.000  | 1.5   | 1.5 | 2.0 | 5.760 | 7.830 | 0.000 | 0.280 |
| ELECTRIC PWR LINEMAN                 |    | ALL |   | 47.620 | 50.830 | 1.5   | 1.5 | 2.0 | 5.760 | 13.33 | 0.000 | 0.480 |
| ELECTRICIAN                          |    | BLD |   | 35.020 | 37.470 | 1.5   | 1.5 | 2.0 | 6.620 | 9.980 | 0.000 | 0.360 |
| ELEVATOR CONSTRUCTOR                 |    | BLD |   | 41.690 | 46.900 | 2.0   | 2.0 | 2.0 | 13.57 | 14.21 | 3.340 | 0.600 |
| GLAZIER                              |    | BLD |   | 26.780 | 28.030 | 1.5   | 1.5 | 2.0 | 6.120 | 5.900 | 0.000 | 0.300 |
| HT/FROST INSULATOR                   |    | BLD |   | 29.990 | 30.990 | 1.5   | 1.5 | 2.0 | 5.050 | 10.09 | 0.000 | 0.280 |
| IRON WORKER                          |    | ALL |   | 29.840 | 32.830 | 1.5   | 1.5 | 2.0 | 6.600 | 11.90 | 0.000 | 0.350 |
| LABORER                              |    | BLD |   | 26.250 | 26.700 | 1.5   | 1.5 | 2.0 | 6.600 | 12.44 | 0.000 | 0.800 |
| LABORER                              |    | HWY |   | 26.250 | 26.700 | 1.5   | 1.5 | 2.0 | 6.600 | 12.44 | 0.000 | 0.800 |
| LATHER                               |    | BLD |   | 31.700 | 33.950 | 1.5   | 1.5 | 2.0 | 8.000 | 14.15 | 0.000 | 0.520 |
| MACHINIST                            |    | BLD |   | 45.350 | 47.850 | 1.5   | 1.5 | 2.0 | 7.260 | 8.950 | 1.850 | 0.000 |
| MARBLE FINISHERS                     |    | BLD |   | 29.580 | 0.000  | 1.5   | 1.5 | 2.0 | 7.200 | 8.200 | 0.000 | 0.000 |
| MARBLE MASON                         |    | BLD |   | 31.080 | 0.000  | 1.5   | 1.5 | 2.0 | 7.200 | 8.550 | 0.000 | 0.000 |
| MILLWRIGHT                           |    | BLD |   | 31.060 | 33.310 | 1.5   | 1.5 | 2.0 | 8.000 | 15.25 | 0.000 | 0.520 |
| MILLWRIGHT                           |    | HWY |   | 33.060 | 34.810 | 1.5   | 1.5 | 2.0 | 8.000 | 15.82 | 0.000 | 0.520 |
| OPERATING ENGINEER                   |    | ALL | 1 | 38.600 | 0.000  | 1.5   | 1.5 | 2.0 | 8.000 | 9.500 | 0.000 | 0.850 |
| OPERATING ENGINEER                   |    | ALL | 2 | 24.750 | 0.000  | 1.5   | 1.5 | 2.0 | 8.000 | 9.500 | 0.000 | 0.850 |
| OPERATING ENGINEER                   |    | ALL | 3 | 39.600 | 0.000  | 1.5   | 1.5 | 2.0 | 8.000 | 9.500 | 0.000 | 0.850 |
| PAINTER                              |    | ALL |   | 26.300 | 27.800 | 1.5   | 1.5 | 2.0 | 7.870 | 9.650 | 0.000 | 0.500 |
| PILEDRIVER                           |    | BLD |   | 32.700 | 34.950 | 1.5   | 1.5 | 2.0 | 8.000 | 14.15 | 0.000 | 0.520 |
| PILEDRIVER                           |    | HWY |   | 31.290 | 33.040 | 1.5   | 1.5 | 2.0 | 8.000 | 14.15 | 0.000 | 0.520 |
| PIPEFITTER                           |    | ALL |   | 36.520 | 39.260 | 1.5   | 1.5 | 2.0 | 6.650 | 6.630 | 0.000 | 0.610 |
| PLASTERER                            |    | BLD |   | 31.000 | 33.000 | 1.5   | 1.5 | 2.0 | 7.200 | 10.77 | 0.000 | 0.500 |
| PLUMBER                              |    | ALL |   | 36.520 | 39.260 | 1.5   | 1.5 | 2.0 | 6.650 | 6.630 | 0.000 | 0.610 |
| ROOFER                               |    | BLD |   | 26.500 | 29.500 | 1.5   | 1.5 | 2.0 | 4.600 | 5.100 | 0.000 | 0.350 |
| SHEETMETAL WORKER                    |    | BLD |   | 31.390 | 32.960 | 1.5   | 1.5 | 2.0 | 7.350 | 7.690 | 0.000 | 1.090 |
| SPRINKLER FITTER                     |    | BLD |   | 37.120 | 39.870 | 1.5   | 1.5 | 2.0 | 8.420 | 8.500 | 0.000 | 0.350 |
| STONE MASON                          |    | BLD |   | 29.810 | 31.310 | 2.0   | 2.0 | 2.0 | 7.200 | 10.61 | 0.000 | 0.850 |
| <del>SURVEY WORKER</del> -Not In Eff |    | ALL |   | 25.850 | 26.300 | 1.5   | 1.5 | 2.0 | 5.850 | 10.95 | 0.000 | 0.800 |
| TERRAZZO FINISHER                    |    | BLD |   | 29.580 | 0.000  | 1.5   | 1.5 | 2.0 | 7.200 | 8.200 | 0.000 | 0.000 |
| TERRAZZO MASON                       |    | BLD |   | 31.080 | 0.000  | 1.5   | 1.5 | 2.0 | 7.200 | 8.550 | 0.000 | 0.000 |
| TILE LAYER                           |    | BLD |   | 30.700 | 32.950 | 1.5   | 1.5 | 2.0 | 8.000 | 13.65 | 0.000 | 0.520 |
| TILE MASON                           |    | BLD |   | 31.080 | 0.000  | 1.5   | 1.5 | 2.0 | 7.200 | 8.550 | 0.000 | 0.000 |
| TRUCK DRIVER                         |    | ALL | 1 | 28.955 | 0.000  | 1.5   | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER                         |    | ALL | 2 | 29.355 | 0.000  | 1.5   | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER                         |    | ALL | 3 | 29.555 | 0.000  | 1.5   | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |

|              |     |   |        |        |     |     |     |       |       |       |       |
|--------------|-----|---|--------|--------|-----|-----|-----|-------|-------|-------|-------|
| TRUCK DRIVER | ALL | 4 | 29.805 | 0.000  | 1.5 | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER | ALL | 5 | 30.555 | 0.000  | 1.5 | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C | 1 | 23.160 | 0.000  | 1.5 | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C | 2 | 23.480 | 0.000  | 1.5 | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C | 3 | 23.640 | 0.000  | 1.5 | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C | 4 | 23.840 | 0.000  | 1.5 | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C | 5 | 24.440 | 0.000  | 1.5 | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TUCKPOINTER  | BLD |   | 29.810 | 31.310 | 2.0 | 2.0 | 2.0 | 7.200 | 10.61 | 0.000 | 0.850 |

Legend: RG (Region)  
TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
C (Class)  
Base (Base Wage Rate)  
FRMAN (Foreman Rate)  
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.  
OSA (Overtime (OT) is required for every hour worked on Saturday)  
OSH (Overtime is required for every hour worked on Sunday and Holidays)  
H/W (Health & Welfare Insurance)  
Pensn (Pension)  
Vac (Vacation)  
Trng (Training)

## Explanations

### CRAWFORD COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER



Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### COMMUNICATION SYSTEMS TECHNICIAN

Installation, operation, inspection, maintenance, repair, and service of radio, television, recording, voice sound and vision production and reproduction apparatus, equipment and appliances used for domestic, commercial, education, entertainment and private telephone systems.

#### ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

#### ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

# Richland County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

| Trade Name                           | RG | TYP | C | Base   | FRMAN  | M-F>8 | OSA | OSH | H/W   | Pensn | Vac   | Trng  |
|--------------------------------------|----|-----|---|--------|--------|-------|-----|-----|-------|-------|-------|-------|
| =====                                | == | === | = | =====  | =====  | ===== | === | === | ===== | ===== | ===== | ===== |
| ASBESTOS ABT-GEN                     |    | ALL |   | 27.250 | 27.700 | 1.5   | 1.5 | 2.0 | 6.600 | 12.44 | 0.000 | 0.900 |
| ASBESTOS ABT-MEC                     |    | BLD |   | 22.000 | 23.000 | 1.5   | 1.5 | 2.0 | 6.700 | 6.350 | 0.000 | 0.650 |
| BOILERMAKER                          |    | BLD |   | 33.340 | 35.840 | 1.5   | 1.5 | 2.0 | 7.070 | 21.53 | 1.250 | 0.400 |
| BRICK MASON                          |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |
| CARPENTER                            |    | BLD |   | 33.600 | 35.100 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| CARPENTER                            |    | HWY |   | 33.600 | 35.350 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| CEMENT MASON                         |    | BLD |   | 29.500 | 31.000 | 1.5   | 1.5 | 2.0 | 7.500 | 6.730 | 0.000 | 0.500 |
| CEMENT MASON                         |    | HWY |   | 28.650 | 30.150 | 1.5   | 1.5 | 2.0 | 7.500 | 6.780 | 0.000 | 0.300 |
| CERAMIC TILE FNSHER                  |    | BLD |   | 28.170 | 0.000  | 1.5   | 1.5 | 2.0 | 8.500 | 7.570 | 0.000 | 0.750 |
| COMM SYSTEMS TECH                    |    | BLD |   | 26.850 | 29.550 | 1.5   | 1.5 | 2.0 | 5.850 | 5.690 | 0.000 | 0.290 |
| ELECTRIC PWR EQMT OP                 |    | ALL | 1 | 38.010 | 0.000  | 1.5   | 1.5 | 2.0 | 5.760 | 10.64 | 0.000 | 0.380 |
| ELECTRIC PWR EQMT OP                 |    | ALL | 2 | 33.940 | 0.000  | 1.5   | 1.5 | 2.0 | 5.760 | 9.510 | 0.000 | 0.340 |
| ELECTRIC PWR GRNDMAN                 |    | ALL |   | 27.970 | 0.000  | 1.5   | 1.5 | 2.0 | 5.760 | 7.830 | 0.000 | 0.280 |
| ELECTRIC PWR LINEMAN                 |    | ALL |   | 47.620 | 50.830 | 1.5   | 1.5 | 2.0 | 5.760 | 13.33 | 0.000 | 0.480 |
| ELECTRICIAN                          |    | BLD |   | 35.020 | 37.470 | 1.5   | 1.5 | 2.0 | 6.620 | 9.980 | 0.000 | 0.360 |
| FLOOR LAYER                          |    | BLD |   | 31.080 | 31.830 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| GLAZIER                              |    | BLD |   | 26.780 | 28.030 | 1.5   | 1.5 | 2.0 | 6.120 | 5.900 | 0.000 | 0.300 |
| HT/FROST INSULATOR                   |    | BLD |   | 29.990 | 30.990 | 1.5   | 1.5 | 2.0 | 5.050 | 10.09 | 0.000 | 0.280 |
| IRON WORKER                          |    | ALL |   | 28.140 | 29.640 | 1.5   | 1.5 | 2.0 | 8.010 | 10.32 | 0.000 | 0.345 |
| LABORER                              |    | BLD |   | 26.250 | 26.700 | 1.5   | 1.5 | 2.0 | 6.600 | 12.44 | 0.000 | 0.800 |
| LABORER                              |    | HWY |   | 26.250 | 26.700 | 1.5   | 1.5 | 2.0 | 6.600 | 12.44 | 0.000 | 0.800 |
| MACHINIST                            |    | BLD |   | 45.350 | 47.850 | 1.5   | 1.5 | 2.0 | 7.260 | 8.950 | 1.850 | 0.000 |
| MARBLE FINISHERS                     |    | BLD |   | 28.170 | 0.000  | 1.5   | 1.5 | 2.0 | 8.500 | 7.570 | 0.000 | 0.750 |
| MARBLE MASON                         |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |
| MILLWRIGHT                           |    | BLD |   | 33.600 | 35.100 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| MILLWRIGHT                           |    | HWY |   | 34.100 | 35.850 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| OPERATING ENGINEER                   |    | ALL | 1 | 38.600 | 0.000  | 1.5   | 1.5 | 2.0 | 8.000 | 9.500 | 0.000 | 0.850 |
| OPERATING ENGINEER                   |    | ALL | 2 | 24.750 | 0.000  | 1.5   | 1.5 | 2.0 | 8.000 | 9.500 | 0.000 | 0.850 |
| OPERATING ENGINEER                   |    | ALL | 3 | 39.600 | 0.000  | 1.5   | 1.5 | 2.0 | 8.000 | 9.500 | 0.000 | 0.850 |
| PAINTER                              |    | ALL |   | 26.300 | 27.800 | 1.5   | 1.5 | 2.0 | 7.870 | 9.650 | 0.000 | 0.500 |
| PILEDRIVER                           |    | BLD |   | 33.600 | 35.100 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| PILEDRIVER                           |    | HWY |   | 34.100 | 35.850 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| PIPEFITTER                           |    | ALL |   | 36.520 | 39.260 | 1.5   | 1.5 | 2.0 | 6.650 | 6.630 | 0.000 | 0.610 |
| PLASTERER                            |    | BLD |   | 29.500 | 31.000 | 1.5   | 1.5 | 2.0 | 7.500 | 6.730 | 0.000 | 0.500 |
| PLUMBER                              |    | ALL |   | 36.520 | 39.260 | 1.5   | 1.5 | 2.0 | 6.650 | 6.630 | 0.000 | 0.610 |
| ROOFER                               |    | BLD |   | 27.970 | 30.990 | 1.5   | 1.5 | 2.0 | 10.60 | 6.860 | 0.000 | 0.650 |
| SHEETMETAL WORKER                    |    | ALL |   | 32.650 | 34.150 | 1.5   | 1.5 | 2.0 | 8.630 | 7.670 | 1.970 | 0.360 |
| SPRINKLER FITTER                     |    | BLD |   | 37.120 | 39.870 | 1.5   | 1.5 | 2.0 | 8.420 | 8.500 | 0.000 | 0.350 |
| STONE MASON                          |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |
| <del>SURVEY</del> -WORKER-Not in eff |    | ALL |   | 25.850 | 26.300 | 1.5   | 1.5 | 2.0 | 5.850 | 10.95 | 0.000 | 0.800 |
| TERRAZZO FINISHER                    |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |
| TILE MASON                           |    | BLD |   | 29.250 | 30.750 | 1.5   | 1.5 | 2.0 | 8.450 | 7.100 | 0.000 | 0.480 |
| TRUCK DRIVER                         |    | ALL | 1 | 28.955 | 0.000  | 1.5   | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER                         |    | ALL | 2 | 29.355 | 0.000  | 1.5   | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER                         |    | ALL | 3 | 29.555 | 0.000  | 1.5   | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER                         |    | ALL | 4 | 29.805 | 0.000  | 1.5   | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER                         |    | ALL | 5 | 30.555 | 0.000  | 1.5   | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TUCKPOINTER                          |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |

Legend: RG (Region)  
TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
C (Class)  
Base (Base Wage Rate)  
FRMAN (Foreman Rate)  
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
OSA (Overtime (OT) is required for every hour worked on Saturday)  
OSH (Overtime is required for every hour worked on Sunday and Holidays)  
H/W (Health & Welfare Insurance)  
Pensn (Pension)  
Vac (Vacation)  
Trng (Training)

## Explanations

### RICHLAND COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only, and is in no a limitation of the product handled. Ceramic takes into consideration most hard tiles.

### COMMUNICATION SYSTEMS TECHNICIAN

Installation, operation, inspection, maintenance, repair, and service of radio, television, recording, voice sound and vision production and reproduction apparatus, equipment and appliances used for domestic,

commercial, education, entertainment and private telephone systems.

#### ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

#### ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

#### OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor

Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



# Wabash County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

| Trade Name                           | RG | TYP | C | Base   | FRMAN  | M-F>8 | OSA | OSH | H/W   | Pensn | Vac   | Trng  |
|--------------------------------------|----|-----|---|--------|--------|-------|-----|-----|-------|-------|-------|-------|
| =====                                | == | === | = | =====  | =====  | ===== | === | === | ===== | ===== | ===== | ===== |
| ASBESTOS ABT-GEN                     |    | ALL |   | 27.250 | 27.700 | 1.5   | 1.5 | 2.0 | 6.600 | 12.44 | 0.000 | 0.900 |
| ASBESTOS ABT-MEC                     |    | BLD |   | 22.000 | 23.000 | 1.5   | 1.5 | 2.0 | 6.700 | 6.350 | 0.000 | 0.650 |
| BOILERMAKER                          |    | BLD |   | 33.340 | 35.840 | 1.5   | 1.5 | 2.0 | 7.070 | 21.53 | 1.250 | 0.400 |
| BRICK MASON                          |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |
| CARPENTER                            |    | BLD |   | 33.600 | 35.100 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| CARPENTER                            |    | HWY |   | 33.600 | 35.850 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| CEMENT MASON                         |    | BLD |   | 31.010 | 32.760 | 1.5   | 1.5 | 2.0 | 7.200 | 9.050 | 0.000 | 0.500 |
| CEMENT MASON                         |    | HWY |   | 28.650 | 30.150 | 1.5   | 1.5 | 2.0 | 7.500 | 6.780 | 0.000 | 0.300 |
| CERAMIC TILE FNSHER                  |    | BLD |   | 28.170 | 0.000  | 1.5   | 1.5 | 2.0 | 8.500 | 7.570 | 0.000 | 0.750 |
| COMMUNICATION TECH                   |    | BLD |   | 18.350 | 19.650 | 1.5   | 1.5 | 2.0 | 0.000 | 0.550 | 0.000 | 0.000 |
| ELECTRIC PWR EQMT OP                 |    | ALL | 1 | 38.010 | 0.000  | 1.5   | 1.5 | 2.0 | 5.760 | 10.64 | 0.000 | 0.380 |
| ELECTRIC PWR EQMT OP                 |    | ALL | 2 | 33.940 | 0.000  | 1.5   | 1.5 | 2.0 | 5.760 | 9.510 | 0.000 | 0.340 |
| ELECTRIC PWR GRNDMAN                 |    | ALL |   | 27.970 | 0.000  | 1.5   | 1.5 | 2.0 | 5.760 | 7.830 | 0.000 | 0.280 |
| ELECTRIC PWR LINEMAN                 |    | ALL |   | 47.620 | 50.830 | 1.5   | 1.5 | 2.0 | 5.760 | 13.33 | 0.000 | 0.480 |
| ELECTRICIAN                          |    | BLD |   | 35.670 | 37.670 | 1.5   | 1.5 | 2.0 | 5.600 | 8.280 | 0.000 | 0.570 |
| FLOOR LAYER                          |    | BLD |   | 31.080 | 31.830 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| GLAZIER                              |    | BLD |   | 26.780 | 28.030 | 1.5   | 1.5 | 2.0 | 6.120 | 5.900 | 0.000 | 0.300 |
| HT/FROST INSULATOR                   |    | BLD |   | 29.990 | 30.990 | 1.5   | 1.5 | 2.0 | 5.050 | 10.09 | 0.000 | 0.280 |
| IRON WORKER                          |    | ALL |   | 28.140 | 29.640 | 1.5   | 1.5 | 2.0 | 8.010 | 10.32 | 0.000 | 0.345 |
| LABORER                              |    | BLD |   | 26.250 | 26.700 | 1.5   | 1.5 | 2.0 | 6.600 | 12.44 | 0.000 | 0.800 |
| LABORER                              |    | HWY |   | 26.250 | 26.700 | 1.5   | 1.5 | 2.0 | 6.600 | 12.44 | 0.000 | 0.800 |
| MACHINIST                            |    | BLD |   | 45.350 | 47.850 | 1.5   | 1.5 | 2.0 | 7.260 | 8.950 | 1.850 | 0.000 |
| MARBLE FINISHERS                     |    | BLD |   | 28.170 | 0.000  | 1.5   | 1.5 | 2.0 | 8.500 | 7.570 | 0.000 | 0.750 |
| MARBLE MASON                         |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |
| MILLWRIGHT                           |    | BLD |   | 33.600 | 35.100 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| MILLWRIGHT                           |    | HWY |   | 34.100 | 35.850 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| OPERATING ENGINEER                   |    | ALL | 1 | 38.600 | 0.000  | 1.5   | 1.5 | 2.0 | 8.000 | 9.500 | 0.000 | 0.850 |
| OPERATING ENGINEER                   |    | ALL | 2 | 24.750 | 0.000  | 1.5   | 1.5 | 2.0 | 8.000 | 9.500 | 0.000 | 0.850 |
| OPERATING ENGINEER                   |    | ALL | 3 | 39.600 | 0.000  | 1.5   | 1.5 | 2.0 | 8.000 | 9.500 | 0.000 | 0.850 |
| OPERATING ENGINEER                   |    | O&C |   | 14.570 | 0.000  | 1.5   | 1.5 | 2.0 | 4.200 | 2.200 | 0.000 | 0.000 |
| PAINTER                              |    | BLD |   | 24.450 | 25.450 | 1.5   | 1.5 | 2.0 | 6.250 | 5.550 | 0.000 | 0.300 |
| PAINTER                              |    | HWY |   | 25.600 | 26.600 | 1.5   | 1.5 | 2.0 | 6.250 | 5.550 | 0.000 | 0.300 |
| PAINTER OVER 30FT                    |    | BLD |   | 25.200 | 26.200 | 1.5   | 1.5 | 2.0 | 6.250 | 5.550 | 0.000 | 0.300 |
| PAINTER PWR EQMT                     |    | BLD |   | 25.450 | 26.450 | 1.5   | 1.5 | 2.0 | 6.250 | 5.550 | 0.000 | 0.300 |
| PAINTER PWR EQMT                     |    | HWY |   | 26.600 | 27.600 | 1.5   | 1.5 | 2.0 | 6.250 | 5.550 | 0.000 | 0.300 |
| PILEDRIVER                           |    | BLD |   | 33.600 | 35.100 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| PILEDRIVER                           |    | HWY |   | 34.100 | 35.850 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| PIPEFITTER                           |    | BLD |   | 34.920 | 37.020 | 1.5   | 1.5 | 2.0 | 6.650 | 8.310 | 0.000 | 0.800 |
| PLASTERER                            |    | BLD |   | 31.000 | 33.000 | 1.5   | 1.5 | 2.0 | 7.200 | 10.77 | 0.000 | 0.500 |
| PLUMBER                              |    | BLD |   | 34.920 | 37.020 | 1.5   | 1.5 | 2.0 | 6.650 | 8.310 | 0.000 | 0.800 |
| ROOFER                               |    | BLD |   | 27.240 | 29.240 | 1.5   | 1.5 | 2.0 | 7.200 | 5.250 | 0.000 | 0.540 |
| SHEETMETAL WORKER                    |    | ALL |   | 32.650 | 34.150 | 1.5   | 1.5 | 2.0 | 8.630 | 7.670 | 1.970 | 0.360 |
| SPRINKLER FITTER                     |    | BLD |   | 37.120 | 39.870 | 1.5   | 1.5 | 2.0 | 8.420 | 8.500 | 0.000 | 0.350 |
| STONE MASON                          |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |
| <del>SURVEY</del> -WORKER-Not In Eff |    | ALL |   | 25.850 | 26.300 | 1.5   | 1.5 | 2.0 | 5.850 | 10.95 | 0.000 | 0.800 |
| TERRAZZO FINISHER                    |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |
| TERRAZZO MASON                       |    | BLD |   | 29.250 | 30.750 | 1.5   | 1.5 | 2.0 | 8.450 | 7.100 | 0.000 | 0.480 |
| TILE MASON                           |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.450 | 8.240 | 0.000 | 0.750 |

|              |       |        |        |     |     |     |       |       |       |       |
|--------------|-------|--------|--------|-----|-----|-----|-------|-------|-------|-------|
| TRUCK DRIVER | ALL 1 | 28.955 | 0.000  | 1.5 | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER | ALL 2 | 29.355 | 0.000  | 1.5 | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER | ALL 3 | 29.555 | 0.000  | 1.5 | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER | ALL 4 | 29.805 | 0.000  | 1.5 | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER | ALL 5 | 30.555 | 0.000  | 1.5 | 1.5 | 2.0 | 9.300 | 2.900 | 0.000 | 0.250 |
| TRUCK DRIVER | O&C   | 13.940 | 0.000  | 1.5 | 1.5 | 2.0 | 2.550 | 1.500 | 0.000 | 0.000 |
| TUCKPOINTER  | BLD   | 30.000 | 31.500 | 1.5 | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |

Legend: RG (Region)  
TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
C (Class)  
Base (Base Wage Rate)  
FRMAN (Foreman Rate)  
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
OSA (Overtime (OT) is required for every hour worked on Saturday)  
OSH (Overtime is required for every hour worked on Sunday and Holidays)  
H/W (Health & Welfare Insurance)  
Pensn (Pension)  
Vac (Vacation)  
Trng (Training)

## Explanations

### WABASH COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only, and is in no a limitation of the product handled. Ceramic takes

into consideration most hard tiles.

#### COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, modification, maintenance and repair of systems used for the transmission and reception of signals of any nature, for any purpose, including but not limited to, sound and voice transmission/transference systems, communication systems that transmit or receive information and/or control systems, television and video systems, micro-processor controlled fire alarm systems, and security systems, and the performance of any task directly related to such installation or service. EXCLUDES installation of electrical power wiring and conduit raceways exceeding fifteen (15) feet in length.

#### ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

#### ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

#### TRUCK DRIVER - OIL AND CHIP

Encompasses following types of work when participating on public works projects involving oil and chip activities: Ready Mix, Gravel Truck Drivers, Asphalt Distributor Truck and Lowboy Drivers.

#### OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on

Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

#### OPERATING ENGINEER - OIL AND CHIP

Encompasses following types of work when participating on public works projects involving oil and chip activities: Spreading and compaction of seal coat aggregate on liquid asphalt or road oil and the preparation for such work for maintenance purposes.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

# Wayne County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

| Trade Name                           | RG | TYP | C | Base   | FRMAN  | M-F>8 | OSA | OSH | H/W   | Pensn | Vac   | Trng  |
|--------------------------------------|----|-----|---|--------|--------|-------|-----|-----|-------|-------|-------|-------|
| =====                                | == | === | = | =====  | =====  | ===== | === | === | ===== | ===== | ===== | ===== |
| ASBESTOS ABT-GEN                     |    | ALL |   | 27.250 | 27.700 | 1.5   | 1.5 | 2.0 | 6.600 | 12.44 | 0.000 | 0.900 |
| ASBESTOS ABT-MEC                     |    | BLD |   | 22.000 | 23.000 | 1.5   | 1.5 | 2.0 | 6.700 | 6.350 | 0.000 | 0.650 |
| BOILERMAKER                          |    | BLD |   | 33.340 | 35.840 | 1.5   | 1.5 | 2.0 | 7.070 | 21.53 | 1.250 | 0.400 |
| BRICK MASON                          |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |
| CARPENTER                            |    | BLD |   | 33.600 | 35.100 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| CARPENTER                            |    | HWY |   | 33.600 | 35.350 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| CEMENT MASON                         |    | BLD |   | 29.500 | 31.000 | 1.5   | 1.5 | 2.0 | 7.500 | 6.730 | 0.000 | 0.500 |
| CEMENT MASON                         |    | HWY |   | 28.650 | 30.150 | 1.5   | 1.5 | 2.0 | 7.500 | 6.780 | 0.000 | 0.300 |
| CERAMIC TILE FNSHER                  |    | BLD |   | 28.170 | 0.000  | 1.5   | 1.5 | 2.0 | 8.500 | 7.570 | 0.000 | 0.750 |
| ELECTRIC PWR EQMT OP                 |    | ALL | 1 | 38.010 | 0.000  | 1.5   | 1.5 | 2.0 | 5.760 | 10.64 | 0.000 | 0.380 |
| ELECTRIC PWR EQMT OP                 |    | ALL | 2 | 33.940 | 0.000  | 1.5   | 1.5 | 2.0 | 5.760 | 9.510 | 0.000 | 0.340 |
| ELECTRIC PWR GRNDMAN                 |    | ALL |   | 27.970 | 0.000  | 1.5   | 1.5 | 2.0 | 5.760 | 7.830 | 0.000 | 0.280 |
| ELECTRIC PWR LINEMAN                 |    | ALL |   | 47.620 | 50.830 | 1.5   | 1.5 | 2.0 | 5.760 | 13.33 | 0.000 | 0.480 |
| ELECTRICIAN                          |    | ALL |   | 41.250 | 43.500 | 1.5   | 1.5 | 2.0 | 7.180 | 10.93 | 0.000 | 0.830 |
| ELECTRONIC SYS TECH                  |    | BLD |   | 33.660 | 35.660 | 1.5   | 1.5 | 2.0 | 7.010 | 4.320 | 0.000 | 0.400 |
| FLOOR LAYER                          |    | BLD |   | 31.080 | 31.830 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| GLAZIER                              |    | BLD |   | 26.780 | 28.030 | 1.5   | 1.5 | 2.0 | 6.120 | 5.900 | 0.000 | 0.300 |
| HT/FROST INSULATOR                   |    | BLD |   | 29.990 | 30.990 | 1.5   | 1.5 | 2.0 | 5.050 | 10.09 | 0.000 | 0.280 |
| IRON WORKER                          |    | ALL |   | 28.140 | 29.640 | 1.5   | 1.5 | 2.0 | 8.010 | 10.32 | 0.000 | 0.345 |
| LABORER                              |    | BLD |   | 26.250 | 26.700 | 1.5   | 1.5 | 2.0 | 6.600 | 12.44 | 0.000 | 0.800 |
| LABORER                              |    | HWY |   | 26.250 | 26.700 | 1.5   | 1.5 | 2.0 | 6.600 | 12.44 | 0.000 | 0.800 |
| MACHINIST                            |    | BLD |   | 45.350 | 47.850 | 1.5   | 1.5 | 2.0 | 7.260 | 8.950 | 1.850 | 0.000 |
| MARBLE FINISHERS                     |    | BLD |   | 28.170 | 0.000  | 1.5   | 1.5 | 2.0 | 8.500 | 7.570 | 0.000 | 0.750 |
| MARBLE MASON                         |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |
| MILLWRIGHT                           |    | BLD |   | 33.600 | 35.100 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| MILLWRIGHT                           |    | HWY |   | 34.100 | 35.850 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| OPERATING ENGINEER                   |    | ALL | 1 | 38.600 | 0.000  | 1.5   | 1.5 | 2.0 | 8.000 | 9.500 | 0.000 | 0.850 |
| OPERATING ENGINEER                   |    | ALL | 2 | 24.750 | 0.000  | 1.5   | 1.5 | 2.0 | 8.000 | 9.500 | 0.000 | 0.850 |
| OPERATING ENGINEER                   |    | ALL | 3 | 39.600 | 0.000  | 1.5   | 1.5 | 2.0 | 8.000 | 9.500 | 0.000 | 0.850 |
| PAINTER                              |    | ALL |   | 24.190 | 24.690 | 1.5   | 1.5 | 2.0 | 5.250 | 5.090 | 0.000 | 0.530 |
| PAINTER OVER 30FT                    |    | ALL |   | 27.290 | 27.790 | 1.5   | 1.5 | 2.0 | 5.250 | 8.090 | 0.000 | 0.530 |
| PAINTER PWR EQMT                     |    | ALL |   | 27.290 | 27.790 | 1.5   | 1.5 | 2.0 | 5.250 | 8.090 | 0.000 | 0.530 |
| PILEDRIVER                           |    | BLD |   | 33.600 | 35.100 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| PILEDRIVER                           |    | HWY |   | 34.100 | 35.850 | 1.5   | 1.5 | 2.0 | 6.800 | 8.250 | 0.000 | 0.400 |
| PIPEFITTER                           |    | BLD |   | 38.250 | 42.070 | 1.5   | 1.5 | 2.0 | 8.500 | 10.30 | 0.000 | 1.300 |
| PLASTERER                            |    | BLD |   | 29.050 | 30.550 | 1.5   | 1.5 | 2.0 | 7.200 | 6.400 | 0.000 | 0.500 |
| PLUMBER                              |    | BLD |   | 38.250 | 42.070 | 1.5   | 1.5 | 2.0 | 8.500 | 10.30 | 0.000 | 1.300 |
| ROOFER                               |    | BLD |   | 25.900 | 26.900 | 1.5   | 1.5 | 2.0 | 8.900 | 3.800 | 0.000 | 0.000 |
| SHEETMETAL WORKER                    |    | ALL |   | 32.650 | 34.150 | 1.5   | 1.5 | 2.0 | 8.630 | 7.670 | 1.970 | 0.360 |
| SPRINKLER FITTER                     |    | BLD |   | 37.120 | 39.870 | 1.5   | 1.5 | 2.0 | 8.420 | 8.500 | 0.000 | 0.350 |
| STONE MASON                          |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |
| <del>SURVEY</del> -WORKER-Not in eff |    | ALL |   | 25.850 | 26.300 | 1.5   | 1.5 | 2.0 | 5.850 | 10.95 | 0.000 | 0.800 |
| TERRAZZO FINISHER                    |    | BLD |   | 30.000 | 31.500 | 1.5   | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |
| TERRAZZO MASON                       |    | BLD |   | 29.250 | 30.750 | 1.5   | 1.5 | 2.0 | 8.450 | 7.100 | 0.000 | 0.480 |
| TRUCK DRIVER                         |    | ALL | 1 | 34.220 | 37.870 | 1.5   | 1.5 | 2.0 | 11.40 | 5.640 | 0.000 | 0.250 |
| TRUCK DRIVER                         |    | ALL | 2 | 34.690 | 37.870 | 1.5   | 1.5 | 2.0 | 11.40 | 5.640 | 0.000 | 0.250 |
| TRUCK DRIVER                         |    | ALL | 3 | 34.950 | 37.870 | 1.5   | 1.5 | 2.0 | 11.40 | 5.640 | 0.000 | 0.250 |
| TRUCK DRIVER                         |    | ALL | 4 | 35.240 | 37.870 | 1.5   | 1.5 | 2.0 | 11.40 | 5.640 | 0.000 | 0.250 |

|              |       |        |        |     |     |     |       |       |       |       |
|--------------|-------|--------|--------|-----|-----|-----|-------|-------|-------|-------|
| TRUCK DRIVER | ALL 5 | 36.170 | 37.870 | 1.5 | 1.5 | 2.0 | 11.40 | 5.640 | 0.000 | 0.250 |
| TUCKPOINTER  | BLD   | 30.000 | 31.500 | 1.5 | 1.5 | 2.0 | 8.500 | 8.240 | 0.000 | 0.750 |

Legend: RG (Region)  
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FRMAN (Foreman Rate)  
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)  
 OSA (Overtime (OT) is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### WAYNE COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only, and is in no a limitation of the product handled. Ceramic takes into consideration most hard tiles.

### ELECTRIC POWER LINEMAN

Construction, maintenance and dismantling of overhead and underground

electric power lines, including high voltage pipe type cable work, and associated structures and equipment.

#### ELECTRIC POWER EQUIPMENT OPERATOR - CLASS 1

Operation of all crawler type equipment D-4 and larger from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER EQUIPMENT OPERATORS - CLASS 2

Operation of all other equipment from the ground to assist the Electric Power Linemen in performing their duties.

#### ELECTRIC POWER GROUNDMAN

Applies to workers who assist the Electric Power Lineman from the ground.

#### ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working



forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

#### OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power

Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**Agenda Item #8G**

**Affiliation Agreement with Wabash General Hospital  
Phlebotomy – FCC**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: July 19, 2016  
RE: Affiliation Agreement with Wabash General Hospital

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 an affiliation agreement with Wabash General Hospital in Mt. Carmel, Illinois for Frontier Community College's Phlebotomy Program.

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

TLB/rs

Attachment

**AFFILIATION AGREEMENT  
BETWEEN**

**ILLINOIS EASTERN COMMUNITY COLLEGES,  
District # 529  
Frontier Community College  
Phlebotomy Program**

AND

**WABASH GENERAL HOSPITAL  
1418 College Drive  
Mt Carmel, IL 62863  
(618) 262-8621**

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

WITNESSETH THAT:

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

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

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

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

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

3. DISTRICT #529 faculty will:

- be responsible for the teaching the didactic portion of the Phlebotomy Program;
- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

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

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

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

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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

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

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy 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 phlebotomy laboratory experience needed for graduation at the AGENCY.

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

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

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529,  
FRONTIER COMMUNITY COLLEGE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phlebotomy Instructor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dean of Instruction

\_\_\_\_\_  
President, Frontier Community College

\_\_\_\_\_  
Chairman, IECC Board of Trustees

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

Adopted 6-2005



**Agenda Item #8H**

**Affiliation Agreement with Hamilton Memorial Hospital  
Phlebotomy - FCC**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: July 19, 2016  
RE: Affiliation Agreement with Hamilton Memorial Hospital

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 an affiliation agreement with Hamilton Memorial Hospital in McLeansboro, Illinois for Frontier Community College's Phlebotomy Program.

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

TLB/rs

Attachment

**AFFILIATION AGREEMENT  
BETWEEN**

**ILLINOIS EASTERN COMMUNITY COLLEGES,  
District # 529  
Frontier Community College  
Phlebotomy Program**

AND

**HAMILTON MEMORIAL HOSPITAL  
P O Box 429  
611 S. Marshall Avenue  
McLeansboro IL 62859  
(618) 643-2361**

THIS AGREEMENT made and entered into this nineteenth day of July, 2016, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, FRONTIER COMMUNITY COLLEGE, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and HAMILTON MEMORIAL HOSPITAL (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of

Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 faculty will:

- be responsible for the teaching the didactic portion of the Phlebotomy Program;
- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

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

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

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

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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

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

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy 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 phlebotomy laboratory experience needed for graduation at the AGENCY.

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

HAMILTON MEMORIAL HOSPITAL  
P O BOX 429  
611 S MARSHALL AVE.  
MCLEANSBORO IL 62859  
(618) 643-2361

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529,  
FRONTIER COMMUNITY COLLEGE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phlebotomy Instructor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dean of Instruction

\_\_\_\_\_  
President, Frontier Community College

\_\_\_\_\_  
Chairman, IECC Board of Trustees

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

Adopted 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  
June 30, 2016**

| <b>FUND</b>                                      | <b>BALANCE</b>        |
|--------------------------------------------------|-----------------------|
| <b>Educational</b>                               | <b>\$5,512,199.98</b> |
| <b>Operations &amp; Maintenance</b>              | <b>\$752,863.11</b>   |
| <b>Operations &amp; Maintenance (Restricted)</b> | <b>\$352,671.94</b>   |
| <b>Bond &amp; Interest</b>                       | <b>\$620,777.59</b>   |
| <b>Auxiliary</b>                                 | <b>\$453,859.21</b>   |
| <b>Restricted Purposes</b>                       | <b>\$0.00</b>         |
| <b>Working Cash</b>                              | <b>\$191,649.54</b>   |
| <b>Trust &amp; Agency</b>                        | <b>\$452,464.96</b>   |
| <b>Audit</b>                                     | <b>\$0.00</b>         |
| <b>Liability, Protection &amp; Settlement</b>    | <b>\$495,165.72</b>   |
| <br>                                             |                       |
| <b>TOTAL ALL FUNDS</b>                           | <b>\$8,831,652.05</b> |

Respectfully submitted,

Roger Browning, Treasurer

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Combined Balance Sheet - All Funds**  
**June 30, 2016**

(Prior to the accrual run and year-end adjusting journal entries)

|                                                  | <b>ALL FUNDS</b>                |
|--------------------------------------------------|---------------------------------|
|                                                  | <b>Fiscal<br/>Year<br/>2016</b> |
| <b>ASSETS:</b>                                   |                                 |
| CASH                                             | 8,831,652                       |
| IMPREST FUND                                     | 21,400                          |
| CHECK CLEARING                                   | 12,500                          |
| INVESTMENTS                                      | 15,590,000                      |
| RECEIVABLES                                      | 3,712,575                       |
| ACCRUED REVENUE                                  | -                               |
| INTERFUND RECEIVABLES                            | 233,384                         |
| INVENTORY                                        | 605,104                         |
| OTHER ASSETS                                     | 460,386                         |
| TOTAL ASSETS AND OTHER DEBITS:                   | 29,467,001                      |
| <br><b>LIABILITIES:</b>                          |                                 |
| PAYROLL DEDUCTIONS PAYABLE                       | 561,452                         |
| ACCOUNTS PAYABLE                                 | 97,134                          |
| ACCRUED EXPENSES                                 | -                               |
| INTERFUND PAYABLES                               | -                               |
| DEFERRED REVENUE                                 | 3,369,590                       |
| OTHER LIABILITIES                                | 691,763                         |
| TOTAL LIABILITIES:                               | 4,719,939                       |
| <br><b>EQUITY AND OTHER CREDITS:</b>             |                                 |
| INVESTMENT IN PLANT                              | 2,700,929                       |
| PR YR BDGTED CHANGE TO FUND BALANCE              | 177,836                         |
| <br><b>FUND BALANCES:</b>                        |                                 |
| FUND BALANCE                                     | 21,220,518                      |
| RESERVE FOR ENCUMBRANCES                         | 647,779                         |
| TOTAL EQUITY AND OTHER CREDITS                   | 24,747,062                      |
| <br>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS | <br>29,467,001                  |

ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 AS OF June 30, 2016

(Prior to the accrual run and year-end adjusting journal entries)

ALL FUNDS

|                                     | FY 2016      |
|-------------------------------------|--------------|
|                                     | YEAR-TO-DATE |
| REVENUES:                           |              |
| LOCAL GOVT SOURCES                  | 7,243,302    |
| STATE GOVT SOURCES                  | 4,549,093    |
| STUDENT TUITION & FEES              | 14,091,778   |
| SALES & SERVICE FEES                | 3,543,827    |
| FACILITIES REVENUE                  | 10,798       |
| INVESTMENT REVENUE                  | 179,397      |
| OTHER REVENUES                      | 268,837      |
| TOTAL REVENUES:                     | 29,887,032   |
|                                     |              |
| EXPENDITURES:                       |              |
| INSTRUCTION                         | 12,308,445   |
| ACADEMIC SUPPORT                    | 454,933      |
| STUDENT SERVICES                    | 1,823,436    |
| PUBLIC SERV/CONT ED                 | 35,449       |
| OPER & MAINT PLANT                  | 2,940,219    |
| INSTITUTIONAL SUPPORT               | 11,047,486   |
| SCH/STUDENT GRNT/WAIVERS            | 7,349,260    |
| AUXILIARY SERVICES                  | 5,010,898    |
| TOTAL EXPENDITURES:                 | 40,970,126   |
|                                     |              |
| TRANSFERS AMONG FUNDS:              |              |
| INTERFUND TRANSFERS                 | 0            |
| TOTAL TRANSFERS AMONG FUNDS:        | 0            |
|                                     |              |
| NET INCREASE/DECREASE IN NET ASSETS | -11,083,094  |

Illinois Eastern Community Colleges  
Operating Fund Analysis  
CASH BASIS

July 1, 2015 -- June 30, 2016

|                                         | Education<br>Fund         | O & M<br>Fund             | Total<br>Operating<br>Funds |
|-----------------------------------------|---------------------------|---------------------------|-----------------------------|
| <b>REVENUES:</b>                        |                           |                           |                             |
| Local Government Sources                | 2,775,599                 | 1,188,490                 | 3,964,089                   |
| State Government Sources - Current Year | 4,549,093                 | -                         | 4,549,093                   |
| State Government Sources - Prior Year   | 2,165,592                 | -                         | 2,165,592                   |
| Net Tuition and Fees                    | 6,232,221                 | 73,480                    | 6,305,701                   |
| Sales & Service Fees                    | 94,236                    | -                         | 94,236                      |
| Facilities Revenue                      | -                         | 9,508                     | 9,508                       |
| Investment Revenue                      | 84,908                    | 28,541                    | 113,449                     |
| Other Revenues                          | 135,200                   | 7,404                     | 142,604                     |
| <b>TOTAL REVENUES:</b>                  | <b>16,036,849</b>         | <b>1,307,423</b>          | <b>17,344,272</b>           |
| <b>EXPENDITURES:</b>                    |                           |                           |                             |
| Salaries                                | 15,503,657                | 890,668                   | 16,394,325                  |
| Employee Benefits                       | 2,247,635                 | 195,726                   | 2,443,361                   |
| Contractual Services                    | 550,275                   | 320,669                   | 870,944                     |
| Materials                               | 996,087                   | 180,081                   | 1,176,168                   |
| Travel & Staff Development              | 216,426                   | 3,865                     | 220,291                     |
| Fixed Charges                           | 126,541                   | 26,505                    | 153,046                     |
| Utilities                               | 72,869                    | 1,063,334                 | 1,136,203                   |
| Capital Outlay                          | 180,804                   | 57,060                    | 237,864                     |
| Other                                   | 82,218                    | 307                       | 82,525                      |
| <b>TOTAL EXPENDITURES:</b>              | <b>19,976,512</b>         | <b>2,738,215</b>          | <b>22,714,727</b>           |
| <b>TRANSFERS :</b>                      |                           |                           |                             |
| Interfund Transfers                     | (1,421,897)               | -                         | (1,421,897)                 |
| <b>TOTAL TRANSFERS:</b>                 | <b>(1,421,897)</b>        | <b>-</b>                  | <b>(1,421,897)</b>          |
| <b>NET INCREASE / (DECREASE)</b>        | <b><u>(5,361,560)</u></b> | <b><u>(1,430,792)</u></b> | <b><u>(6,792,352)</u></b>   |

**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         | ████████              |                  |                           |                      |                      |                      |                       |                       |
| <b>GRAND TOTAL</b>              |                | <b>\$13,094,700</b> | <b>Board Approval</b> | <b>Materials</b> | <b>Begin Construction</b> | <b>30% Completed</b> | <b>60% Completed</b> | <b>80% Completed</b> | <b>100% Completed</b> | <b>Fully Accepted</b> |

6/30/2016