

**MEMORANDUM OF AGREEMENT**  
**Between**  
**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**And**  
**SOUTHERN ILLINOIS UNIVERSITY CARBONDALE**

**THIS AGREEMENT** is hereby entered into this \_\_\_\_ day of April 2011, by and between the **BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY**, by Southern Illinois University Carbondale, Illinois (hereinafter referred to as "SIUC"), and **ILLINOIS EASTERN COMMUNITY COLLEGES**, Olney, Illinois (hereinafter referred to as "IECC").

**WITNESSETH:**

**WHEREAS**, IECC has a need for upper division or graduate courses and baccalaureate degree completion programs for qualified students;

**WHEREAS** SIUC has the capability and resources necessary to develop and offer upper division or graduate courses and baccalaureate completion degrees;

**WHEREAS**, SIUC is willing to offer upper division or graduate courses and baccalaureate degree completion programs for the students of IECC service area;

**WHEREAS**, SIUC and IECC agree that a concurrent enrollment agreement would increase the efficiency and certainty of students obtaining a baccalaureate degree;

**WHEREAS**, a concurrent enrollment agreement would facilitate the transition of students from Illinois Eastern Community Colleges to Southern Illinois University Carbondale;

**NOW, THEREFORE**, in consideration of the mutual covenants herein enumerated, the parties agree to be bound by the following terms and conditions as stated herein.

I. TERM

This Agreement shall be in effect as of the Effective Date stated hereinabove and shall automatically renew each year for a period of up to five (5) years, unless and until either party terminates this Agreement by sending written notification of such termination to the other party no less than sixty (60) days prior to the end of the semester in effect at the time. Termination shall

be effected at the end of that period, provided no student currently enrolled is deprived of the opportunity to complete course requirements due to this action. Notwithstanding the aforementioned, this Agreement shall be subject to review every year.

## II. SIUC DUTIES

SIUC SHALL BE RESPONSIBLE FOR THE FOLLOWING TERMS AND CONDITIONS:

- A. Offering courses administered through the SIUC which shall be taught by SIUC faculty using various methods including distance education and on-site delivery.
- B. SIUC shall establish and announce to IECC officials and prospective students, the prevailing rates of charges per semester credit hour for each course offered under this Agreement prior to delivery. Upon registration, students will submit payment for the course to the SIUC Bursar.
- C. Any change in the structure of course charges will be submitted to IECC by SIUC in writing not less than 60 days prior to the effective date of the change.
- D. It shall be the student's responsibility to supply all documents necessary for formal registration in SIUC credit courses. Formal admission to SIUC and advisement is required prior to registration in SIUC credit courses. Credit courses will be considered SIUC resident credit. SIUC will waive the application fee and notify IECC of the student's acceptance into the institution. Policies and procedures in the SIUC Undergraduate Catalog (i.e. admission policy, grading policy, retention policy, withdrawal policy, course prerequisites, etc.) are in effect. SIUC will provide advisement to the concurrent enrollment students. Upon completion of a course(s) in a semester, an SIUC grade will be issued to each student. Grades are available online at Salukinet: <http://salukinet.siu.edu/>.
- E. SIUC will assess the appropriate tuition rate, including, but not limited to, residency status, in effect at the time of the student's initial enrollment at SIUC. If for any reason the student withdraws or does not return for a semester during the years of this contract, the student may lose the guarantee of the tuition rate at the time of the student's initial enrollment at SIUC.
- F. Provide all instructional services needed to satisfactorily offer the courses. Students will have access to Library Services including electronic reserves and library materials provided to students at a distance. Students will have access to textbooks through the University Bookstore or the book source of their choice.
- G. Deliver all courses specified in the specified SIUC course/program provided there is a minimum class enrollment in each course adequate to meet expenses. Classes with inadequate enrollment may be subject to cancellation.
- H. Perform registration and advisement counseling as needed to support the courses offered. SIUC will designate an individual (s) as a concurrent enrollment liaison to work in conjunction with IECC and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
- I. Obtain all permission and approvals necessary to teach these courses in the State of Illinois.

- J. 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.
- K. Permit students to enroll concurrently at SIUC and IECC to complete a degree or certificate program.

III. IECC'S DUTIES: IECC SHALL BE REPOSNSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:

- A. Designate in writing a person or persons as point of contact between IECC and SIUC on all matters relating to the courses delivered.
- B. Provide suitable classroom space to accommodate enrollments. If required, separate facilities use agreement will be prepared.
- C. Provide required visual aid equipment such as overhead and LCD projectors, VCR, computers and internet access.
- D. 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.
- E. Permit students to enroll concurrently at SIUC and IECC to complete a degree or certificate program.
- F. Assist in the identification of interested and eligible students.

IV. RESPONSIBILITIES OF BOTH PARTIES: Both parties hereby agree to the following terms and conditions as part of this Agreement:

A. STUDENT RECORDS

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the written authorization of student(s) must be obtained before student data can be released to anyone.

B. ASSIGNMENT

It is mutually agreed that none of the parties to this Agreement may assign this Agreement.

C. LIABILITY/INDEMNIFICATION

- 1. To the extent permitted by Illinois law and not inconsistent with the doctrine of sovereign immunity, SIUC shall indemnify and hold harmless IECC for any claims, demands, costs and expenses, including reasonable attorney's fees, arising out of negligent actions by SIUC, its officers, employees and agents in the performance of obligations under this Agreement; provided that said claims, demands, costs and expenses have not been caused or alleged to have been caused in whole or in part by the negligence or willful misconduct of IECC . The parties agree that all claims against SIUC are subject to the Illinois Court of Claims Act, 705 ILCS 505 et seq.

2. To the extent permitted by law, IECC shall indemnify and hold harmless SIUC, its agents and employees, from any claims, demands, or actions for injury or death of any person, or damage to or destruction of property, to the extent arising out of the act, failure to act, or negligence of IECC, its agents or employees.

D. INSURANCE

1. For the term of this Agreement, SIUC agrees to maintain general liability insurance coverage for all of its employees acting within the scope of their appointments. This “occurrence” basis coverage for paid employees and unpaid student interns is provided through the Southern Illinois University Self-Insurance Program, and is limited to \$1,000,000 per occurrence, with a \$3,000,000 aggregate coverage.
2. IECC shall procure and maintain during the term of this Contract insurance coverage as listed below. The insurance companies providing coverage must have a B+: VI or better rating in the current edition of Best's Key Rating Guide. IECC must agree to maintain such insurance for the duration of the contract. If a policy required under this section is written on a claims-made basis and that policy is not replaced or renewed, or if that policy is cancelled, IECC agrees to purchase an extended reporting endorsement of not less than two years or purchase prior acts coverage with a retro date that coincides with or precedes the commencement of this contract to assure coverage for unreported events.

A. Worker's Compensation and Occupational Diseases	
Illinois Statutory Limits (or statutory limits in state of domicile)	
Employer's Liability	\$ 500,000 per occurrence
B. Commercial General Liability	\$ 1,000,000 per occurrence
General Aggregate	\$ 3,000,000

Umbrella liability insurance may be used to meet the general liability coverage limit requirements.

E. SEVERABILITY

If any section of this Agreement is held to be unenforceable by a court of competent jurisdiction, or any government body duly authorized by law and from which there is no appeal, such holding shall in no way affect the remainder of the Agreement, but said unenforceable portion shall be as though it were never included herein.

F. COMPLIANCE WITH LAW

In providing services hereunder, all parties agree to comply with all applicable laws and governmental rules and regulations. All parties acknowledge that they are not expected or authorized to take any action in the name of or on behalf of the other which would violate any such laws, rules, or regulations. Further, SIUC and IECC agree that all financial settlements,

reports, and billings rendered will be in reasonable detail, and will accurately reflect the facts about all activities and transactions hereunder.

G. WAIVER

The waiver by either party of a breach of violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

H. EQUAL OPPORTUNITY

It is understood by both parties to this Agreement that SIUC and IECC are Equal Opportunity Employers, and that in the performance of this Agreement neither engage in any conduct or practice which violates any applicable law, order, or regulation prohibiting discrimination against any person by reason of race, color, religion, sex, sexual orientation, national origin, age, or on account of being handicapped, a disabled veteran, or a veteran of the Vietnam Era.

I. PRIOR AGREEMENTS OR UNDERSTANDINGS

This Agreement supersedes any and all prior understanding and agreements between the parties hereto and represents the entire agreement between the parties. It is understood that there have been no other representations, agreements, or statements made regarding the substance of the Agreement.

J. NOTICE

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

G. Andrew Fischer  
Illinois Eastern Community Colleges  
233 E. Chestnut  
Olney, IL 62450

Susan Logue, Associate Provost for Academic Administration  
Mail Code: 4311  
Southern Illinois University Carbondale  
1265 Lincoln Drive  
Carbondale, IL 62901

K. NON-EXCLUSIVITY

This is not an exclusive Agreement for the services to be provided hereunder, and IECC shall retain the right to engage others to provide similar services without liability to SIUC. Similarly, SIUC retains the right to provide similar services to others without liability to IECC.

L. TERMINATION

This Agreement may be terminated by either party upon 60 day written notice prior to the published beginning date of instruction.

M. AUTHORITY TO BIND

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

N. GOVERNING LAW

This Agreement, along with all attachments, shall be construed, governed, and interpreted pursuant to the laws of the State of Illinois. Disputes arising under this agreement shall be brought before a proper state or federal court of competent jurisdiction in the State of Illinois.

O. ENTIRE AGREEMENT

This Agreement, consisting of sequentially numbered pages, constitutes the entire Agreement between IECC and SIUC with respect to the Agreement. No alteration or modification to this Agreement will be valid unless made in writing and signed by both parties.


**{Signatures on Following Page:}**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY**

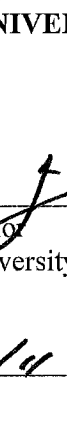
**BOARD OF TRUSTEES  
ILLINOIS EASTERN  
COMMUNITY COLLEGES**

BY:   
Rita Cheng, Chancellor  
Southern Illinois University Carbondale

BY:   
G. Andrew Fischer  
Illinois Eastern Community Colleges

DATE: 4/29/11

DATE: 05-17-2011

BY:   
Susan Logue, Associate Provost for  
Academic Administration  
Southern Illinois University Carbondale

DATE: 4/20/11

APPROVED  
AS TO  
LEGAL FORM  
