ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES MONTHLY MEETING

July 16, 2013



Location:

Olney Central College 305 North West Street Olney Illinois 62450

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

Illinois Eastern Community Colleges Board Agenda

July 16, 2013 7:00 p.m. Olney Central College Banquet Room

1. 2. 3.	Call to Order & Roll Call	ruce
4.	Public Comment	
5.	Reports A. Trustees B. Presidents C. Cabinet	
6.	Policy First Reading (and Possible Approval)	ruce
7.	Policy Second Reading	ruce
8.	Staff Recommendations for Approval A. 2013 Program Review Report	Bruce Bruce Bruce Bruce Bruce Bruce
9.	Bid Committee Report	ruce
10.	District Finance A. Financial Report	_

11.	Chief Executive Officer's Report	Bruce
12.	Executive Session.	Bruce
13.	Approval of Executive Session Minutes A. Written Executive Session Minutes B. Audio Executive Session Minutes	
14.	Approval of Personnel Report	Bruce
15.	Collective Bargaining	Bruce
16.	Litigation	Bruce
17.	Other Items	
18.	Adjournment	

Minutes of a <u>regular meeting</u> of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, June 18, 2013.

<u>AGENDA #1 – "Call to Order & Roll Call"</u> – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed the Board Secretary, Harry Hillis, Jr., to call the roll.

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

John D. Brooks, Gary Carter, Michael K. Correll, Brenda K. Culver, G. Andrew Fischer, William C. Hudson, Marilyn J. Wolfe. Trustees absent: Mike Guseynov, student trustee. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

Also present at this meeting, in addition to trustees:

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

Matt Fowler, President of Wabash Valley College.

Mitch Hannahs, President of Lincoln Trail College.

Rodney Ranes, President of Olney Central College.

Timothy Taylor, President of Frontier Community College.

Roger Browning, Chief Finance Officer/Treasurer.

Tara Buerster, Director of Human Resources.

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

LeAnn Hartleroad, Associate Dean, Institutional Development.

Kathy Harris, Dean of Instruction, Lincoln Trail College.

Alex Cline, Director of Information & Communications Technology.

Renee Smith, Executive Assistant to CEO.

Michael Thomas, Dean of Workforce Education.

Abbreviations Used in Minutes:

DO – District Office

DOC – Department of Corrections

FCC – Frontier Community College

HLC – Higher Learning Commission

HRSA – Health Resources & Services Administration

ICAHN – Illinois Critical Access Hospital Network

ICCB – Illinois Community College Board

ICCTA – Illinois Community College Trustees Association

IECC - Illinois Eastern Community Colleges

IECEA – Illinois Eastern Colleges Education Association

LTC – Lincoln Trail College

LWIB - Local Workforce Investment Board

OCC – Olney Central College

PHS – Protection, Health & Safety

SAN – Student Advantage Network

SURS – State Universities Retirement System

WED – Workforce Education

WVC – Wabash Valley College

<u>AGENDA #2 – "Disposition of Minutes"</u> – Open meeting minutes as prepared for the regular meeting held Tuesday, May 21, 2013 were presented for disposition.

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

AGENDA #3 - "Recognition of Visitors & Guests" -

#3-A. Visitors & Guests: Visitors and guests present were recognized, including several college staff members. Also recognized were Jerry Devonshire, President, and Rod Harmon, Executive Director of the LTC Foundation.

#3-B. IECEA Representative: None.

AGENDA #4 - "Public Comment" - None.

AGENDA #5 - "Reports" -

#5-A. Report from Trustees: Trustee Gary Carter reported on his attendance at the recent meeting of Illinois Community College Trustees Association (ICCTA) in Chicago.

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

#5-C. Report from Cabinet: None.

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

#6-A. Ethics Policy for Employees 100.27: In preparation for the visit from the Higher Learning Commission (HLC) in April of 2015, it became apparent that IECC has an Ethics Policy for Board members but not for employees. In order to correct this and comply with HLC Core Component 2A, the following policy was drafted. The CEO recommended waiver of second reading and adoption of the Ethics Policy for Employees.

Ethics Policy for Employees (100.27)

It is the policy of Illinois Eastern Community College District #529 to apply the highest ethical standards to all members of the District including the Board of Trustees, administration, staff, and

faculty in achieving its mission and in managing its resources efficiently and effectively to reach its goals and objectives.

All District employees serve the public interest and hold a special public trust to strive to achieve the highest ethical standards, demonstrating honesty and integrity in all aspects of their work, with the goal of avoiding even the appearance of impropriety.

Illinois Eastern Community College employees are obligated to use their official powers and duties, and the resources of the District, only to advance the public interest. This obligation requires that all employees protect the integrity of the District by being independent and impartial in the exercise of their duties; not use their positions for personal gain or private benefit; treat members of the college communities and of the community at large with respect, concern, courtesy, and responsiveness; protect confidential information to which employees have access in the course of their duties; and create a work environment that is free from all forms of harassment and discrimination.

<u>Board Action:</u> Trustee Michael Correll made a motion to waive second reading and adopt the Ethics Policy for Employees 100.27 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#6-B. Remote Access Policy 200.4: Employees are increasingly accessing the IECC computer system and data electronically from a remote site. The District's auditors have recommended that a policy be adopted that addresses remote access. Following is a policy recommendation addressing employees remotely accessing the District's network, computer resources and other data. The CEO recommended waiver of second reading and adoption of the Remote Access Policy.

Information Technology (IT) Remote Access Policy (200.4)

This Information Technology Remote Access Policy establishes the requirements for gaining off-campus access to the IECC network, District computing resources and District data for all users. The standards include completion of a remote access request form, approval by designated District staff, requirement that only approved remote access methods will be used, only using IECC approved equipment, with password authentication, and the use of up to date anti-virus software and password protection. The policy is designed to minimize the risk of exposure and protect IECC internal computer systems, networks, and data.

Anyone requiring remote access to IECC systems must adhere to the Remote Access Procedures.

Board Action: Trustee Brenda Culver made a motion to waive second reading and approve the Remote Access Policy 200.4 as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #7- "Policy Second Readings" – None.

<u>AGENDA #8 – "Staff Recommendations for Approval"</u> – The following staff recommendations were presented for approval.

#8-A. Prevailing Wage: The CEO presented and recommended adoption of "An Ordinance of the Board of Trustees of Illinois Eastern Community Colleges Ascertaining the Prevailing Rate of Wages for Laborers, Mechanics and Other Workers Employed in any Public Works of Said District." The ordinance is the same as adopted one year ago and includes attachments listing the prevailing rate of wages for Crawford, Richland, Wabash and Wayne Counties, Illinois, as determined by the Illinois Department of Labor under date of June 2013. The determination is to be on file in the District Office and available to any interested party, attached to all contract specifications, and copies are to be mailed to the Secretary of State Index Division and Illinois Department of Labor. A notice of the determination must be published.

<u>Board Action:</u> Trustee William Hudson made a motion to adopt the Ordinance Ascertaining the Prevailing Rate of Wages and all attachments thereto as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. RAMP Document FY2015: Chris Cantwell reviewed IECC's Resource Allocation and Management Plan (RAMP) for FY2015, 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: \$2,154,501

Frontier Community College

Project Name: Student Education and Support Center

District Priority No.: 2 of 2

Total Building Budget: \$3,111,837

LTC's and WVC's RAMP projects will not be submitted as they are projects already listed on Table 1, Fiscal 2014 Capital Budget Recommendation and the funding levels are set at the amounts appropriated in FY2010. ICCB will continue to list those projects in FY2015 and adjust annually for inflation. These two projects are:

IECC Lincoln Trail – Center for Technology

IECC Wabash Valley – Technology/Student Support Expansion to Main Hall and Renovation

<u>Recommendation:</u> The CEO recommended approval of the RAMP document for submission to the Illinois Community College Board.

Board Action: Trustee Michael Correll made a motion to approve IECC's Resource Allocation and Management Plan for FY2015 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Joint Agreement with Kaskaskia College: Chris Cantwell reviewed the revised Joint Agreement for Educational Cooperation between IECC District #529 and Kaskaskia College District #501. Changes to this year's agreement are:

IECC Added:

Process Technology (AAS/Certificate)

Kaskaskia Added:

Geospatial Technology (Certificate)
Internet Marketing & Advertising (Certificate)

Kaskaskia Removed:

Network Security (Certificate)

The CEO recommended approval of the revised Joint Agreement with Kaskaskia College.

Board Action: Trustee Marilyn Wolfe made a motion to approve the revised Joint Agreement for Educational Cooperation with Kaskaskia College 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Joint Agreement with John A. Logan College: 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 Added:

Advanced Industrial Technician (Certificate)

Basic Quality Manufacturing Skills (Certificate)

Computer Telephony (AAS Degree)

Entrepreneur (Certificate)

Industrial Management (AAS Degree)

Phlebotomy (Certificate)

Process Technology (AAS Degree/Certificate)

Real Estate (Certificate)

IECC Removed:

Automation (Certificate)

John A. Logan Added:

Electronics Technology (AAS Degree)

Electrical Engineering Technology (AAS Degree)

Heating and Air Conditioning (AAS Degree/Certificate)

Heating and Air Conditioning Installer (Certificate)

Heating and Air Electrical Specialist (Certificate)

HVAC Energy Efficiency (Certificate)

HVAC Energy Management Systems (Certificate)

HVAC Green Technologies (Certificate)

HVAC Performance Systems (Certificate)

Name Change:

Interpreter Preparation to ASL/Deaf Studies, Interpreter Preparation Cardiac Medical Sonography to Diagnostic Cardiac Sonography

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

<u>Board Action:</u> Trustee Gary Carter made a motion to approve the revised Joint Agreement for Educational Cooperation with John A. Logan College 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Joint Agreement with Rend Lake College: Chris Cantwell reviewed the revised Joint Agreement for Educational Cooperation between IECC District #529 and Rend Lake College District #521. Changes to this year's agreement are:

IECC Added:

Industrial Maintenance HVAC I (Certificate)

Rend Lake Added:

Green Facilities Management (Certificate)

The CEO recommended approval of the revised Joint Agreement with Rend Lake College.

Board Action: Trustee Brenda Culver made a motion to approve the revised Joint Agreement for Educational Cooperation with Rend Lake College as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Joint Agreement with Southwestern Illinois College: Chris Cantwell reviewed the revised Joint Agreement for Educational Cooperation between IECC District #529 and Southwestern Illinois College District #522. Changes to this year's agreement are:

IECC Added:

Gunsmithing (AAS Degree/Certificate)

Process Technology (AAS Degree/Certificate)

The CEO recommended approval of the revised Joint Agreement with Southwestern Illinois College.

<u>Board Action:</u> Trustee William Hudson made a motion to approve the revised Joint Agreement for Educational Cooperation with Southwestern Illinois College 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-G. Teen Parent Contract 2013-2014: The Teen Parent Contractual Agreement between Illinois Eastern Community Colleges and the Board of Control of Clay, Jasper, Richland and North Wayne Counties facilitates services for pregnant and parenting teens in Clay, Jasper, Richland and North Wayne school systems for the 2013-2014 school year. Through this agreement, IECC and the Board of Control are continuing a cooperative relationship to provide students with information, referrals and assistance. The CEO recommended approval.

<u>Board Action:</u> Trustee Brenda Culver made a motion to approve the Teen Parent Contractual Agreement as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-H. Certified Medical Assistant Program Student Handbook: Updates were presented to the Certified Medical Assistant Program Student Handbook. The changes include:

- 1. Mission statement was revised.
- 2. Student Fees were changed to reflect current costs:
 - a. CMAA & CCMA Certification testing fee from \$168 to \$205.
 - b. EKG fees added to program fees at \$105.
 - c. Phlebotomy fees added to program fees at \$105.
- 3. Clarifies levels of certification exams available CMAA-Certified Medical Administrative Assistant, CPT-Certified Phlebotomy Technician, CET-Certified EKG Technician.
 - 4. Inserts new candidate health exam forms and new applicant immunization record forms.

The CEO recommended approval of the revised Certified Medical Assistant Program Student Handbook.

Board Action: Trustee Brenda Culver made a motion to approve the revised Certified Medical Assistant Program Student Handbook as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

- **#8-I.** Electronic Medical Records Program Student Handbook: Updates were presented to the Electronic Medical Records Program Student Handbook. The changes include:
 - 1. Mission statement revised.
 - 2. Online course requirements revised.
- 3. Reading Compass scores passage requirement increased from a required score of 34 to a required score of 77.
 - 4. Electronic Health Certified Record specialist test was added.
- 5. New Candidate Health Exams forms and New applicant Immunization record Forms were added.

The CEO recommended approval of the revised Electronic Medical Records Program Student Handbook.

<u>Board Action:</u> Trustee Brenda Culver made a motion to approve the revised Electronic Medical Records Program Student Handbook as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-J. Pharmacy Technology Program Student Handbook: Updates were presented to the Pharmacy Technology Program Student Handbook. The changes include:

- 1. Dates have been revised.
- 2. Insertion of new IECC Mission statement.
- 3. Revised sequence of forms.

The CEO recommended approval of the revised Pharmacy Technology Program Student Handbook.

Board Action: Trustee Brenda Culver made a motion to approve the revised Pharmacy Technology Program Student Handbook 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-K. Appointment of Audit Committee: Board members Marilyn Wolfe 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. Trustee Gary Carter made a motion to reappoint Board members Marilyn Wolfe and John Brooks to the audit committee. The motion was seconded by Trustee William Hudson. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared the "Ayes" have it and the motion carried.

#8-L. FCC Gravel Parking Lot Change: In April, the Board approved a bid of \$34,300 for the construction of a new gravel parking lot at Frontier Community College. The bid was awarded to Kieffer Brothers Construction of Mt. Carmel, Illinois. After removal of the topsoil, and after beginning the project, it was discovered that the soil underneath the proposed parking lot was not stable.

This same problem was encountered during the construction of the concrete lot just south of Foundation Hall.

To correct this unforeseen soil problem, the ground should be stabilized using limestone. The estimated cost of soil stabilization for the entire lot is \$17,000. Under the state bidding act, the Board may approve this amount even though it is above the Board's \$10,000 limit on bids, if the Board feels it is an emergency situation and the Board approves by a 3/5 vote. This particular situation meets the emergency requirements. In addition, it will cost approximately \$9,000 to remove and then re-spread the gravel that has already been spread, so that the entire lot can be stabilized.

The CEO recommended approval to proceed with construction of the parking lot with an increase of \$17,000 for soil stabilization and for \$9,000 to remove and re-spread the gravel that has been spread.

Board Action: Trustee William Hudson made a motion to approve the changes to the FCC gravel parking lot construction project as outlined and 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-M. FY2014 Budget Resolution: Roger Browning presented the following resolution. The Board is required to establish a budget for each fiscal year. The following resolution sets 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 17 at Frontier Community College, and states that the budget will be adopted by the Board on September 17, 2013 following the hearing. The CEO recommended approval of the following budget resolution.

FY2014 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 2014 fiscal year:

- 1. Date of Fiscal Year: July 1, 2013 June 30, 2014.
- 2. Publication of Notice of Public Hearing on Budget: On or before August 9, 2013.
- 3. Tentative Budget to be available for Public Inspection at the District Business Office: On and after August 9, 2013.
 - 4. Mailing Tentative Budget to Board of Trustees: August 9, 2013.
- 5. Public Hearing on Budget: September 17, 2013 at the hour of 7:00 p.m., local time, Frontier Community College, 2 Frontier Drive, Fairfield, IL 62837.
 - 6. Adoption of Budget: September 17, 2013 following the Public Hearing.

Board Action: Trustee Gary Carter made a motion to adopt the foregoing FY2014 Budget Resolution as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-N. Inter-Fund Loans Resolution: Roger Browning presented the following 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 fiscal year 2014 and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2014.

Inter-Fund Loans Resolution

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District No. 529 desires to affect certain inter-fund loans for fiscal year 2014, 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 2014, and to make the necessary transfers therefore.

BE IT FURTHER RESOLVED, that each such inter-fund loan must be repaid and retransferred to the proper fund no later than June 30, 2014.

Board Action: Trustee Gary Carter made a motion to adopt the foregoing Inter-Fund Loans Resolution as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-O. Building and Maintenance Fund Resolution: State statute requires that the Board of Trustees approve 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.

Building and Maintenance Fund Resolution

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 buildings, 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.

<u>Board Action:</u> Trustee Marilyn Wolfe 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-P. 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 FY2013. By July 19 all FY2013 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 <u>plus</u> 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 and the CEO recommended approval to pay the FY2013 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 Marilyn Wolfe made a motion to approve payment of accrued bills as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-Q. Working Cash Fund Resolution: Roger Browning presented the following resolution. The Board of Trustees is required to approve a resolution authorizing the permanent 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, 2013. 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 re-

established by approval of a voter referendum. The CEO recommended adoption of the following resolution authorizing the Treasurer to permanently transfer approximately \$20,000 Working Cash Fund interest to the General Fund on or before June 30, 2013.

Working Cash Fund Resolution

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, 2013;

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, 2013.

Board Action: Trustee Brenda Culver made a motion to adopt the foregoing Working Cash Fund 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-R. Business Associate Agreement with Crossroads Hospital – Associate Degree Nursing: IECC wishes to enter into a new affiliation agreement with Crossroads Community Hospital, located in Mt. Vernon, Illinois. This affiliation agreement is for the Associate Degree Nursing Program and is the standard affiliation agreement utilized by the district. The CEO recommended approval.

Board Action: Trustee Brenda Culver made a motion to approve the affiliation agreement for the Associate Degree Nursing Program with Crossroads Community Hospital, Mt. Vernon, Illinois, 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-S. Affiliation Agreement with Sikorski Clinic – Electronic Medical Records: IECC wishes to enter into a new affiliation agreement with Sikorski Chiropractic Clinic, located in Robinson, Illinois. This affiliation agreement is for the LTC Electronic Medical Records Program and is the standard affiliation agreement utilized by the district. The CEO recommended approval.

<u>Board Action:</u> Trustee Brenda Culver made a motion to approve the affiliation agreement for the Electronic Medical Records Program with Sikorski Chiropractic Clinic, Robinson, Illinois, 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike

Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

- #8-T. IECC Lease Agreements: The following IECC leases were presented for Board information and for Board of Trustees approval as indicated.
- 1. OCC Cosmetology Lease lease for the Cosmetology program property located at 104 E. Main, Olney, IL to extend the lease through June 30, 2014. Monthly rent of \$1,200.00 is increased to \$1,250.00. **Board of Trustee Action is Required.**
- 2. OCC Phlebotomy and Massage Therapy Lease lease for the Phlebotomy and Massage Therapy programs located at 108 East Main Street, Olney, IL extended to June 30, 2014, at the current monthly rental of \$1,500.00. **Board of Trustee Action is Required.**
- 3. <u>IECC and Prairie State Generating Company</u> 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.
- 4. <u>IECC/WVC Foundation Lease</u> 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.
- 5. <u>IECC Business and Industry Training Lease</u> lease for building located at 218 East Main Street, Olney, IL for Business and Industry Training, Small Business Development Center, and LWIA 23 staff. The lease is hereby extended to June 30, 2014 at a monthly rental rate of \$2,000. **Board of Trustees Action is Required.**
- 6. <u>IECC/WED Girard Facility Lease</u> 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, 2014 at a monthly rental rate of \$850. **Board of Trustee Action is Required.**
- 7. <u>IECC/LTC</u> and <u>City of Robinson</u> 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, 2016.
- 8. <u>IECC/FCC</u> Foundation Hall Lease Lease by IECC/FCC of a building commonly known as Foundation Hall owned by Frontier Community College Foundation and located adjacent to the campus of Frontier Community College. Lease began July 1, 2008 and expires on June 30, 2012. The lease should be extended to June 30, 2015. In lieu of rent, IECC agrees to provide maintenance to the building's interior and exterior, provide janitorial services, telephone, insurance, and utility services.
- 9. <u>IECC/FCC/and Frontier Community College Foundation Extension Building Sublease</u> The Frontier Community College Foundation conveyed a building located at 2-B Frontier Drive, Fairfield, IL, commonly known as the Extension Building utilized by University of Illinois Board Of Trustees. By agreement between the District and the Foundation, in lieu of payment for the building, the District agreed to convey any rent received to the Foundation. This agreement is proposed to be extended to June 30, 2015.
- 10. <u>IECC/WVC Foundation Lease</u> 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, 2012, and should extended to June 30, 2015, without change in the terms of the lease.
 - 11. 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. **Board of Trustee Action is Required.**

- 12. <u>IECC/OCC Oil Derrick Lease of Property</u> 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.
- 13. <u>LWIA 23 Lease with Lake Land College</u> As fiscal agent and grant recipient for Local Workforce Investment Area 23, 932 square feet is rented from Lake Land College at a building located at 305 Richmond Avenue East, Mattoon, IL 61938. The lease began July 1, 2012 and ends June 30, 2014, at a quarterly payment of \$6,052.16. The lease will be extended for one year from July 1, 2013 through June 30, 2014 at the current lease amount. Lease payments are paid with LWIA funds. **Board of Trustees Action is Required.**
- 14. <u>LWIA 23 Lease with Illinois Department of Central Management Services (CMS)</u> As fiscal agent and grant recipient for Local Workforce Investment Area 23, 820 square feet is rented from CMS at an office building located at 2311 Hoffman Drive, Effingham, IL at a monthly rate of \$1,018.16. The lease would be extended from July 1, 2013 through June 30, 2014 at the existing monthly lease amount. Lease payments are paid with LWIA funds. **Board of Trustees Action is Required.**
- 15. <u>LWIA 23 Lease with Kaskaskia College</u> As fiscal agent and grant recipient for Local Workforce Investment Area 23, space totaling 38 square feet plus common area is rented from Kaskaskia College at office buildings located at Centralia, Illinois at a monthly rate of \$464.59. The lease began on July 1, 2012 and ends on June 30, 2014. Lease payments are paid with LWIA funds.

<u>Board Action:</u> Trustee William Hudson made a motion to approve the foregoing IECC lease agreements 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – "Bid Committee Report" – None.

AGENDA #10 – "District Finance" – The following district financial matters were presented:

- #10-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of May 31, 2013.
- **#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for June 2013, totaling \$684,249.50, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Marilyn Wolfe made a motion to approve payment of district financial obligations for June 2013, in the amounts listed, and payments from the revolving fund for May 2013. 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay:

None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>AGENDA #11 – "Chief Executive Officer's Report"</u> – CEO Terry L. Bruce Presented an informational report on the following topics:

- 1. OCC 50th Anniversary Rededication October 23, 2013.
- 2. Pierce Case Settled.
- 3. Enrollment: From June 2012 to June 2013, IECC reimbursable head count is up 1.15% while reimbursable FTE is down 5%.

<u>AGENDA #12 – "Executive Session"</u> – The Board of Trustees did <u>not</u> hold an executive session at this meeting.

AGENDA #13 – "Approval of Executive Session Minutes" –

- #13-A. Written Executive Session Minutes: No executive session was held during the regular meeting, Tuesday, May 21, 2013.
- #13-B. Audio Recordings of Executive Sessions: No executive session was held during the regular meeting, Tuesday, May 21, 2013.
- #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 <u>written executive session minutes</u> were reviewed in December 2012 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.
- B. The following <u>written executive session minutes</u> have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in June 2013:
 - 1. None.
- C. The following <u>written executive session minutes</u> have been approved and <u>opened</u> to the public record:
 - 1. None.
- D. <u>Audio recordings</u> of previously approved executive sessions <u>will remain closed</u> 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. Tuesday, January 17, 2012.
- E. As part of the Board of Trustees semi-annual review of executive sessions, the Board notes that the <u>audio tape recordings</u> 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. None.
- F. As part of the Board of Trustees semi-annual review of executive session minutes, the Board notes that executive sessions were <u>not held</u> on the following dates:
 - 1. Tuesday, November 20, 2012.
 - 2. Tuesday, December 11, 2012.
 - 3. Tuesday, January 15, 2013.
 - 4. Tuesday, February 19, 2013.
 - 5. Tuesday, March 19, 2013.
 - 6. Tuesday, April 16, 2013.
- G. It is recommended that the following previously approved closed meeting minutes be open to the public record:

1. None.

Board Action: Trustee William Hudson made a motion to adopt the foregoing report and recommendations as outlined, for minutes of executive sessions held on the dates listed. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken. The Chair declared the "Ayes" have it, the motion is adopted.

<u>AGENDA #14 – "Approval of Personnel Report"</u> – Tara Buerster reviewed the following amended Personnel Report and the CEO recommended approval.

400.1. Employment of Personnel

A. Faculty

- 1. Todd Gill, Life Science Instructor, effective August 8, 2013
- 2. Andrew McMurray, History/Political Science Instructor, effective August 8, 2013

B. Professional/Non-Faculty

- 1. Emily Gullett, Retention Coordinator, LTC, effective July 10, 2013
- 2. Marsha Humphrey, Academic Assistance Center Coordinator, WVC, effective July 1,

2013

- 3. Ashlee Spannagel, Retention Coordinator, FCC, effective July 1, 2013
- 4. Vicki Thompson, Retention Coordinator, OCC, effective July 1, 2013

C. Classified

- 1. Angela Bissey, Administrative Assistant to the CFO, DO, effective July 8, 2013
- 2. Olivia Pipher, Office Assistant, TRiO Educational Talent Search, DO, effective June 24, 2013, contingent upon continued grant funding

400.2. Change in Status

A. Faculty

- 1. Carol Kocher, Director of Radiography, OCC, to Full-time Faculty, effective August
- 8, 2013

8, 2013

2. Lisa Rauch, Coordinator of Radiography, OCC, to Full-time Faculty, effective August

B. Professional/Non-Faculty

1. Jennifer Stroughmatt, Counselor, TRiO Student Support Services, DO/OCC, to Retention Coordinator, WVC, effective July 1, 2013

C. Classified

1. Jennifer Jennings, Office Assistant, UB West, DO/OCC, to Office Assistant, UB East & West, DO/OCC, effective June 19, 2013

400.3. Adjustment of Hourly Rate Under Base

Erin Volk is currently being paid under the entry-level rate for her position as Upward Bound Counselor. She began working for IECC last fall and was hired at the same time the District was taking staff raises and raising entry-levels. Her incoming hourly rate should be increased to meet the new entry-level rate. Therefore, she has been working since September of 2012 at below entry rate. It was recommended that the Board approve increasing her hourly rate by \$0.18 from \$13.25/hour to \$13.43/hour, effective retroactive to September 4, 2012.

400.4. Notice of Intent to Renew CEO Contract

The Board of Trustees gave notice of intent to renew the contract of Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.

400.5. Notice of Intent to Renew President Contracts

The Board of Trustees gave notice of intent to renew the contracts of Matt Fowler, President of Wabash Valley College; Mitch Hannahs, President of Lincoln Trail College; Rodney Ranes, President of Olney Central College; and Timothy Taylor, President of Frontier Community College.

400.6. Special Assignments

Frontier Community College

Academic

 Rodney Maxey 	Lead Inst Auto Tech	\$450
2. Steve Rafferty	Lead Inst Electrical Distributions	\$450
3. Heather Kirkwood	Lead Inst Health Informatics	\$450
Extra-Curricular		
1. TBD	College Bowl Team Advisor	\$400
2. Eric Resor	Phi Theta Kappa Advisor	\$400
Other		
1. Galen Dunn	O & M Team Leader	\$5,825
Lincoln Trail College		
Academic		
 Chris Boyd 	Lead Inst Process Technology	\$450
2. Travis Matthews	Lead Inst Microcomputer Support Specialist	\$450

3. Pauletta Gullett4. Chris Teague5. Reno Bemont	Lead Inst Health Programs Lead Inst Telecommunications Lead Inst Welding	\$450 \$550 \$450
Athletic 1. Kevin Bowers	Athletic Director	\$3,500
Extra-Curricular 1. Carrie Mallard 2. Philip Thorsen 3. Lisa Maple 4. Kimberley Stevens 5. Jeshua Franklin 6. Barb Shimer	Student Senate Co-Advisor Student Senate Co-Advisor Phi Theta Kappa Co-Advisor Phi Theta Kappa Co-Advisor Performing Arts Co-Coordinator Performing Arts Co-Coordinator	\$500 \$500 \$200 \$200 \$750 \$750
Other 1. Dan Leggitt 2. Doug Edwards	O & M Co-Team Leader O & M Co-Team Leader	\$2,912 \$2,912
Olney Central College		
Academic 1. Mark Fitch 2. Tyler Boyles 3. Curtis Marshall 4. Amie Mayhall 5. Penny Campbell-Henry 6. Kristi Urfer	Lead Inst Collision Repair Tech Lead Inst CRT Auto Service Tech Lead Inst Welding Lead Inst Medical Office Assistant Lead Inst Massage Therapy Lead Inst Accounting	\$450 \$450 \$450 \$500 \$450
Academic – Allied Health		¢2,000 ·
 Theresa Marcotte Angelia Williams Anne Hustad 	Dept Head, Nursing/FCC Dept Head, Nursing/LTC Dept Head, Nursing/OCC	\$3,000 + 12 hrs. release time \$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
5. Carol Kocher6. Lisa Rauch	Director of Radiography Clinical Coordinator, Radiography	\$1,000 \$500
Athletic 1. Nicholas Short	Women's Softball Coach	\$6,000
Extra-Curricular 1. Carmen Jones	Phi Theta Kappa Advisor	\$300

 Kelly Payne Suzanne Downes Laurel Cutright Tammie Bohnhoff 	Asst. Phi Theta Kappa Advisor Performing Arts Coordinator WYSE Coordinator Asst WYSE Coordinator	\$200 \$1,000 \$350 \$200
6. Rob Mason	Asst WYSE Coordinator	\$200
Other 1. Larry Gangloff	O & M Team Leader	\$5,825
Wabash Valley College		
Academic		
1. Judy Neikirk	Lead Inst Social Services	\$450
2. Byford Cook	Lead Inst Advanced Manufacturing	\$550
3. Kyle Peach	Lead Inst Radio/TV	\$450
	Director of Broadcasting	\$8,000
4. Scott Balding	Lead Inst Diesel Equipment Tech	\$500
5. TBD	Lead Inst Early Childhood Dev	\$450
	Small World	\$200/month
6. Steve Hnetkovsky	Lead Inst Agriculture Production	\$450
7. Doug Robb	Lead Inst Agriculture Business	\$450
8. David Wilderman	Lead Inst Marketing	\$450
9. Brian Wick	Lead Inst Gunsmithing	\$450
Athletic		
1. Zach Loll	Athletic Director	\$3,500
Extra-Curricular		
1. Brenda Phegley	Phi Theta Kappa Advisor	\$400
2. Adam Porter	Theater Lighting Technician	\$3,000
3. Jamey Walston	Theater House Manager	\$2,400
4. Mary Johnson	BAC Art Gallery Director	\$2,400
may combon	2.12 The Gallery Director	Ψ2,100
Other		
1. Ron Martin	O & M Team Leader	\$5,825
		,

District Office

Extra-Curricular

1.	Nixie	Faculty Director of Student Learning	\$15,000 +
	Hnetkovsky	Assessment	12 hrs. release time
2.	Jason Hortin	Faculty Coordinator of Student Learning Assessment – OCC	\$2,000

\$2,000
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Athletic

1. Zach Loll Athletics Compliance Coordinator \$6,000

400.7. Approval of Proposed Non-College Employment

Shirley Smithenry, Richland Memorial Hospital, Olney, IL, approximate time per academic year 723 hours.

400.8. Approval of Unpaid Leave of Absence

- A. Professional/Non-Faculty
 - 1. John Frazier, Unpaid Leave of Absence for Medical purposes beginning July 1, 2013.

400.9. Resignation Ratification

- A. Classified
 - 1. Marla Graham, Office Assistant, Upward Bound, DO/LTC, effective June 8, 2013.

400.10. Retirement Ratification

- A. Faculty
 - 1. Gary Wise, Full-Time Faculty, effective August 1, 2013.
- B. Administration
- 1. Kim Underwood, Associate Dean, Coal Mining Technology, WED, effective June 29, 2013.

Personnel Report Addendum

400.11. Employment of Personnel

A. Professional/Non-Faculty

1. Scott Meserole, Program Director, Emergency Preparedness and Industrial Quality Management, WED/Fairfield, effective July 1, 2013.

Without objection, the Chair directed that a separate vote be taken on Personnel Report Sections 400.4 and 400.5, Notice of Intent to Renew CEO Contract and Notice of Intent to Renew President Contracts.

#14-A. Board Action to Approve Sections 400.4 and 400.5 of Personnel Report: Trustee Brenda Culver made a motion to approve Sections 400.4 and 400.5 of the Personnel Report, Notice of Intent to Renew CEO Contract and Notice of Intent to Renew President Contracts. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted as follows: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 year votes and 0 nay votes, the Chair declared the motion carried.

#14-B. Board Action to Amend Personnel Report: Trustee Brenda Culver made a motion to amend the Personnel Report, to add an addendum containing Section 400.11, as recommended. Trustee William Hudson seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared that the "Ayes" have it and the motion carried.

#14-C. Board Action to Approve Amended Personnel Report: Trustee Brenda Culver made a motion to approve the amended Personnel Report Sections 400.1, 400.2, 400.3, 400.6, 400.7, 400.8, 400.9, 400.10, and 400.11 as recommended. Trustee Michael Correll seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted as follows: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Trustees voting nay: None. Trustees absent: Mike Guseynov, student trustee. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – "Collective Bargaining" – None.

AGENDA #16 – "Litigation" – None.

AGENDA #17 – "Other Items" – None.

<u>AGENDA #18 – "Adjournment"</u> – Trustee Gary Carter 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 viva voce (by the voice) vote was taken. The Chair declared the "Ayes" have it, the motion is adopted, and the meeting was adjourned at 8:40 p.m.

Approved:	Chairman:
	Secretary:

Agenda Item #1 Call to Order and Roll Call

Disposition of Minutes

Recognition of Visitors and Guests A. Visitors and Guests B. IECEA Representatives

Public Comment

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

Policy First Reading (and Possible Approval)

Transfer Credit

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: July 16, 2013

RE: Policy on Transfer Credit (500.9)

To meet compliance standards of both Federal and Higher Learning Commission criteria, the district's policy on acceptance of Transfer Credit earned at other institutions of higher learning needs to be clarified.

The district should define how it will accept credits earned at other post-secondary institutions. The acceptance of these credits shall meet IECC's standards for academic content and rigor, which will be determined by an evaluative process administered by the Dean of Instruction.

If the credit comes from an institution currently on academic probation from the Higher Learning Commission, then the acceptance shall include a verification of whether or not the student's experience at the other institutions is appropriately commensurate with similar IECC courses with respect to academic content, rigor, scope, and relevance.

I ask the Board's approval of the attached revised Policy on Transfer Credit.

TLB/rs

Attachment

Policy foron Transfer of Credit Between Post-Secondary Institutions and Computing of Grade Point Average (500.9)

Date Adopted: December 19, 1989

Revised: June 2013

The acceptance of credits and grades earned at post-secondary institutions outside Illinois Eastern Community Colleges District No. 529 shall be determined by an evaluative process administered by the Dean of the College Instruction.

All previous grades and cumulative grade point averages of students transferring from postsecondary institutions outside of Illinois Eastern Community Colleges will be excluded in determining the final cumulative grade point average. Only grades from IECC will be included in determining the final grade point average.

All credits earned outside Illinois Eastern Community Colleges (IECC) will be evaluated for possible application toward the degree or certificate program chosen by the student. Passing credits earned at in institutions accredited by the Higher Learning Commission, a Commission of the North Central Association of Colleges and Schools, or similar regional accrediting agencies may be accepted by IECC provided the student has a cumulative grade point average of "C" or better from that same post-secondary institution and the courses meet the expectations of the faculty and staff at IECC for academic content and rigor. If a For a student transcript indicating has a cumulative grade point average of less than "C," only credits will be accepted considered for only those courses which have a grade of "C" or better. Only grades from IECC will be included in determining the final grade point average.

Any transfer credit from institutions on probation with the Higher Learning Commission or other regional accrediting agencies may not be accepted as transfer credit. Acceptance of the transfer credit will require verification whether or not the student's experience at the other institution is appropriately commensurate with the expectations in similar IECC courses with respect to academic content, rigor, scope and relevance.

Policy Second Reading

None

Staff Recommendations for Approval

Agenda Item #8A 2013 Program Review Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: July 16, 2013

RE: 2013 Program Review Report

The IECC Program Review Report contains a detailed review of specific career and technical education programs and an academic transfer discipline based on quality, cost, and need. This report also includes a review of cross-disciplinary instruction and student and academic support services.

During this year's review of programs and services, the District and the colleges reviewed 32 career and technical education degrees and certificates as well as mathematics and computer science, adult education and ESL instruction, assessment of student learning, admissions and recruiting, the international student program, and registration, records and Entrata.

As a result of the District's program review, programs and services are continually reviewed with a focus on quality, cost, and need. Program review provides an opportunity to up-date curricula to accommodate changes in the field and identify resource needs as well as assess support services that contribute to academic programs and the achievement of IECC's mission.

The complete 2013 Program Report was sent electronically to the Board. Printed copies of the 2013 Program Review will be available at the Board meeting.

The report was approved by the Cabinet on July 10, 2013, and is due to the Illinois Community College Board by August 1, 2013.

I ask the Board's approval for submission of this report to the Illinois Community College Board.

TLB/rs

Agenda Item #8B 2013-2014 IECC Catalog

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: July 16, 2013

RE: 2013-2014 IECC Catalog

The District's catalog sets forth the courses, programs, degrees and certificates, and establishes the District policies that apply to the operation of the District and its students. Throughout the year, the Board has approved changes to the catalog, which 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 2,220 catalogs for a price of \$6,343.50.

A link to the amended catalog has been sent to the Board for review and is posted on the IECC website. The document which follows sets forth the changes made since the approval of the 2012-13 catalog.

I ask for the Board's approval to print the 2013-2014 IECC catalog.

TLB/rs

Cooperative Agreement with Rend Lake College	9/12
Revised IMT: Level I (INDMA C501) OCC	
Revised Industrial Maintenance Technology (INDMA D500) OCC	9/12
Revised Diesel Equipment Technology (DIESL D535) WVC	9/12
Added Service Maintenance (AUM C524) FCC	9/12
Update Financial page to reflect FY 13 out of district, out of state and International Tuition	9/12
Update inside cover page for FCC and internal pages to reflect new numbering of catalog	
Lincoln Land Cooperative agreement was removed per conference with C. Heindselman	9/12
Updated Allied Health Section for changes to TEAS-V exam	.10/12
Revised MS Office Specialist C244 for FCC, LTC, OCC and WVC(page 153)	. 11-12
Revised Computer Applications Certificate –C158 – FCC (page 92)	
Revised Lewis and Clark Cooperative Agreement (page 333)	.11/12
Added Academic Integrity Policy as Appendix I (page345)	
Updated Allied Health Section on Nursing Progression/Remediation Policy (pages 62 & 66)	.11/12
Added Construction Technology CONST D206, Construction Technology CONST C205 and	
Carpentry Specialist CONST C204 FCC and LTC (pages 97 & 98)	.11/12
Removed: Administrative Information Tech D219 and C218, Crime Scene Technician D393,	
Desktop Publishing C237, Electronic Technology D265, Legal Secretary D170, and Web	
Design C238	. 11/12
Revised Inside cover, Contents (page 2), Student Right to Know Divider (page25) Student Right	to Know Section
(page 28), Course Information Divider (page 181), Cooperative Agreement Divider (page 331),	Appendix Divider
(page334) & Career and Technical Index (page 346)	.11/12
Revised IMT: Level II INDMA C 502 – OCC (page 129, and Office Management Degree (OMGT	
D186) LTC, (page 154).*	1/13
Updated tuition and added Dual Credit CTE On Campus Fee in Financial (page 36)	2/13
Removed Microcomputer Support Specialist D223 and Psychiatric Rehabilitation C336	2/13
Added Executive Office Professional EOP D269, Office Assistant EOP C268, & Receptionist	
EOPC267, (pages 117 and 118)	2/13
Revised Index (pages 346 & 347)	2/13
Updated Inside Cover	2/13
Revised Academic Section – added Credit Equivalency by Licensure or Certification (p. 22)	3/13
Revised Appendices Section – Added Appendix J – Credit Equivalency by Licensure or	
Certification with chart (346-347)	
Revised Content, Dividers, and Index due to change of page numbers	3/13
Revised Allied Health section, page 61-71& Changes to Radiography application process	4/13
Revisions to CORYS and CORPO – Removed FCC as offering programs. Only LTC will offer	
Revisions to JUS D390 – Added JUS 1221 Police Report Writing as alternate ENG 1121 Course	5/13
Revised Massage Therapy Certificate THM C 338	
**Added HRA D245(OCC), OFADM D247 & C246 (OCC), IST D217 & C216 (OCC), EMS C328 (LTC	C) 5/13
**Added Academic Freedom Policy to Student Right to Know Section	5/13
**Changed Cooperative Agreement Section to Joint Agreement Section	5/13
**Updated Course Descriptions	
**Removed Medical Lab Technology MEDLB D344 (OCC)	5/13
**Revised Process Technology PTEC D302	
**Revised Medical Assistant MEDA C 192 and Electronic Medical Records HIM C194	
**Revised Industrial Maintenance INDMA D500, C501 and C503	
**Updated IECC Mission Statement	
Updated Accrediting Agency for Nursing	5/13

Agenda Item #8C

International Transportation Fee

Agenda Item #8C

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: July 16, 2013

RE: International Student Transportation Fee

International Students are provided transportation to and from class and on special field trips. To pay for the cost of drivers and vans, each International student currently pays \$200 per semester for the transportation service.

Because of increased costs, the Director of IECC's International Program has requested that this fee be increased to \$250 per semester effective in the Fall Semester 2013.

I ask the Board's approval of this increase in the International Student Transportation Fee.

TLB/rs

Agenda Item #8D

Lease with IDES/CMS for LWIA

Agenda Item #8D

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: July 16, 2013

RE: LWIA 23 Lease with State of Illinois

At the June 18, 2013 Board meeting, the Board approved a continuation of a lease with the Illinois Department of Employment Security (IDES) and the Illinois Department of Central Management Services (CMS). As indicated at the Board meeting, these two departments of the State of Illinois were not prompt in getting information concerning the renewal of the lease to the District by the time of the Board meeting.

After follow-up by the IECC staff assigned by LWIA, the Department did, in fact, get the lease renewal to us and the District currently pays, through its LWIA grant, the sum of \$1,018.16 per month. The new proposed lease amount is for \$1,624.70 per month. This increase is based upon a formula utilized by the State of Illinois. Last year, IDES and CMS gave the District a lower rental rate because of the financial situation of the LWIA grant. This year, new staff at IDES/CMS would not recognize any financial exigencies.

I ask the Board's approval of the attached lease with IDES/CMS.

TLB/rs

Attachment

INTERGOVERNMENTAL AGREEMENT for UTILIZATION OF LEASED SPACE

ESLO**44**

Lease No. 4644

(Street Address) 2311 Hoffman Drive

(City, State) <u>Effingham IL</u>

The Illinois Department of Employment Security (IDES) with the approval of the Illinois Department of Central Management Services (CMS), makes this Agreement with Illinois Eastern Community colleges to utilize approximately 1320 square feet of office space at the leasehold located at 2311 Hoffman Drive in the City of Effingham, County of Effingham, State of Illinois.

- 1. **Premises**: <u>6220</u> square feet of office space.
- 2. **Term:** The term of this Agreement shall be from July 1, 2013 to(a) June 30, 2014 or (b) as long as the Department of Employment Security's leasehold under Lease No. 4644 is in force.
- 3. **Renewal/Termination:** The parties may renew or terminate this Agreement by giving <u>60</u> days written notice to the other of its intention to exercise this option, with notice to and approval by the Department of Central Management Services and subject to the terms of Lease No. <u>4644</u>.
- 4. **Notices:** All notices shall be addressed as follows:

CMS Director

ATTN: Real Estate Division 721 Stratton Office Building Springfield, Illinois 62706

IDES Director

ATTN: Manager/Property Services Subdivision 33 South State - 10th Floor Chicago, Illinois 60605

PARTNER

ATTN: Illinois Eastern Community Colleges

Attn: Terry Bruce 80 Broadway Avenue Mattoon, IL 61938

5. **Use of Premises:** <u>Illinois Eastern Community Colleges</u> agrees to use the premises as office space for the conduct of their statutory duties, responsibilities and obligations under Lease No. <u>4644</u> and IDES agrees to Local Workforce Investment 23 Board's right to quiet enjoyment.

- 6. **Alterations:** <u>Illinois Eastern Community Colleges</u> shall not make any alterations or additions to the premises without the permission of IDES, Lessor and CMS. Permission will not be unreasonably withheld. The costs (direct and indirect) of such modification to the premises shall be borne solely by <u>Illinois Eastern Community Colleges</u> which shall be paid directly to the Lessor or its designee. By signing this document, Lessor, its assigns and/or successors agrees that it will look only to <u>Illinois Eastern Community Colleges</u> for payment(s) of these charges. If such alteration or addition is terminated by <u>Illinois Eastern Community Colleges</u> prior to completion, it further agrees to reimburse IDES, at IDES discretion, for any and all costs, direct and indirect, associated with the restoration of such premises to the condition and configuration as existed prior to the execution of this Agreement.
- 7. **Operation and Programs:** The parties agree that each parties program and operation are to function as completely separate entities with no overlap of authority or duties other than operational agreements agreed to by local parties.

8. **Space Payment Provision:**

As consideration of occupancy <u>Illinois Eastern Community Colleges</u> agrees as follows:

- (a) For the period of <u>July 1,2013</u> to <u>June 30, 2014</u> the <u>Illinois Eastern Community Colleges</u> is to compensate the Illinois Department of Employment Security in a manner that is consistent with the Office of Management and Budget Circular A-87, including but not limited to
- the methodology outlined in the U.S. Department of Labor's "Sharing Resources to provide Integrated Services: A Guide to Activity Based Allocation."
- (b) For the period of <u>July 1, 2013</u> to <u>June 30, 2014</u> the <u>Illinois Eastern Community Colleges</u> is to compensate the Illinois Department of Employment Security in a manner that is consistent with the Office of Management and Budget Circular A-87. This compensation shall be at the rate of \$1624.70 per month for general use.
 - (c) IDES, CMS, <u>Illinois Eastern Community Colleges</u> and Lessor have agreed that <u>Illinois Eastern Community Colleges</u> shall pay to Lessor or its designee \$_N/A_ for improvements to the premises in the form of (lump sum, monthly, etc. enter specifics here).
- 9. **Use of Premises:** At all times, the use of these premises is subject to the rights and obligations of Lessee under Lease No. <u>4644</u>.
- 10. **Indemnification:** To the extent permitted by law, <u>Illinois Eastern Community Colleges</u> hereby assumes all risk of loss and agrees to indemnify and hold harmless IDES, its officers, agents and employees from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, witness fees and other incidental expenses) for the death of or injury to any person (including but not limited to officers, employees and agents of the parties) and for loss of or destruction of or damage to property (including but not limited to property of the parties) if such death, injury, or destruction or damages arises out of <u>Illinois Eastern Community Colleges</u> activities or activities of its officers, employees, or agents in furtherance of their duties as such or otherwise, unless such death, injury, loss, destruction or damage shall be due solely to IDES' negligence.

- 11. Disclosure: Illinois Eastern Community Colleges will not utilize the services of a subgrantee to fulfill any of its obligations while using the IDES premises under this agreement unless written authorization is given by IDES and CMS.
- 12. Confidentiality: In the context of this Agreement <u>Illinois Eastern Community Colleges</u> will or may have access to documents, files, records or other information that is confidential within the meaning of Section 1900 of the Unemployment Insurance Act (820 ILCS 405/1900) and agrees to comply with all provisions set forth in that Section regarding nondisclosure of any such information, including penalties for non-compliance. Failure to comply with Section 1900 at all times during the period of this Agreement shall be grounds for immediate cancellation.

Department of Employment Security Jillian VanZandt, Southern Region Manager		IECC Terry Bruce, CEO	
By:		By:	
Title:		Title:	
Date:		Date:	
Department of Central M [to be signed only if alteratiunder §6 and §8(c)]	_	LESSOR	
By:	By:		
Title:	Title:		
Date:	Date:		
APPROVED as LEGAL I	FORM:		

Agenda Item #8E

Tuition Specials to Increase Enrollment

Agenda Item #8E

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: July 16, 2013

RE: Tuition Specials to Increase Enrollment

The Deans and the Cabinet have been discussing the possibility of offering special tuition rates for Fall and Spring semesters and for the summer term. Special tuition rates being considered include:

- A reduced tuition rate for a 3 credit hour course taught during the daytime.
- A reduced tuition rate for a 3 credit hour course taught during the evening.
- A reduced tuition rate for a 3 credit hour on-line course.
- A reduced tuition rate for one class of any type during a semester.
- Offering one free class during the day, evening, or on-line.
- Creating a special summer reduced tuition rate at one-half the regular tuition rate with marketing emphasis toward newly graduated high school seniors.

The District is working on specific parameters and requirements for these tuition specials and students would still be responsible for applicable fees, textbooks and supplies.

The District is seeking Board approval to explore the possibility of having special tuition rates for the Fall of 2013. Based upon the success of these special tuition rates, the Board would be asked for approval for special tuition rates for the Spring of 2014 and the Summer of 2014.

I ask the Board's approval for the authority to grant special tuition rates for the fall of 2013 based upon the best estimate of how the District can increase enrollment.

TLB/rs

Agenda Item #8F

Affiliation Agreement with Lathrop Foot & Ankle Comfort Podiatry Group

Agenda Item #8F

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: July 16, 2013

RE: Affiliation Agreement with Lathrop Foot & Ankle Comfort Podiatry – Certified

Medical Assistant

IECC wishes to enter into an affiliation agreement with Lathrop Foot & Ankle Comfort Podiatry Group, located in Robinson, Illinois.

This affiliation agreement is for the Certified Medical Assistant Program at Lincoln Trail College.

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

TLB/rs

Attachment

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this <u>10</u> day of <u>June</u>, 2013, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Certified Medical Assistant Program (CMA) (hereinafter referred to as LTC) and <u>Lathrop Foot&Ankle Comfort Podiatry Group</u>, <u>Robinson</u>, <u>IL</u> (hereinafter referred to as AGENCY). [Insert: Agency, City, and State Above]

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

- 6. The faculty of LTC participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
- 7. LTC will provide orientation of the educational program for the AGENCY staff.
- 8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.

Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Certified Medical Assistant Faculty and CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
 Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the _____ day of _____, 2013.

AGENCY	LINCOLN TRAIL COLLEGE
Medical Services Director	Certified Medical Assistant Faculty Member
Agency Administrator	College Dean
	College President
	Chairman, Board of Trustees Illinois Eastern Community Colleges

psq:6/26/06

Agenda Item #8G

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: July 16, 2013

RE: Affiliation Agreement with Terre Haute Regional Hospital - ADN

IECC wishes to enter into an affiliation agreement with Terre Haute Regional Hospital, located in Terre Haute, Indiana.

This affiliation agreement is for the Associate Degree in Nursing Program.

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

TLB/rs

Attachment

SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this [date] <u>September 1, 2013</u> by and between <u>IECC/OCC Lincoln trail College</u> hereinafter referred to as "School" and Terre Haute Regional Hospital, L.P. d/b/a, Terre Haute Regional Hospital, hereinafter referred to as "Hospital".

WITNESSETH:

WHEREAS, School offers to enrolled students in a <u>degree</u> program in the field of nursing and

WHEREAS, Hospital operates a comprehensive acute-care medical-surgical Hospital; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a health care Hospital; and

WHEREAS, Hospital has agreed to make its Hospital available to School for such purposes.

Now, Therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

- (a) <u>Clinical Program.</u> School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
 - (i) Orientation of students to the clinical experience at Hospital;
 - (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
 - (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
 - (iv) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
 - (v) Supervision of students and their performance at Hospital;
 - (vi) Participation, with the students, in Hospital's Quality Assurance and related programs;
 - (vii) Performance of such other duties as may from time to time be agreed to between School and Hospital;
 - (viii) Provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Administrator.

- (b) <u>Student Statements</u>. School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B.
- (c) Insurance. School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.
- (d) Health of Program Participants. All Program Participants shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by the laws of the State where the Hospital is located. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

Program Participants will present the following health records on the first day of their educational experience at Hospital (Program Participants will not be allowed to commence experiences until all records are provided):

- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
- (ii) Proof of Rubella, Rubeola, and Mumps immunity by positive antibody titers or 2 doses of MMR; and
- (iii) Varicella immunity, by physician documented disease, positive titer, or proof of Varicella immunization; and
- (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
- (v) Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.

- (vi) Evidence of a Negative drug and alcohol screen, as required by Section 1(h).
- (e) <u>Dress Code; Breaks.</u> School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.
- (f) Performance. All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- (g) <u>Background Checks</u>. School represents that it will timely conduct (or will timely have conducted) a background check on each and every Program Participant at the Hospital. Said background check shall include, at a minimum, the following:
 - (i) Social Security Number Verification;
 - (ii) Criminal Search (7 years or up to 5 criminal searches);
 - (iii) Employment Verification to include reason for separation and eligibility for reemployment for each employer for 7 years (not required for students younger than 21 years of age);
 - (iv) Violent Sexual Offender and Predator Registry Search;
 - (v) HHS/OIG List of Excluded Individuals/Entities;
 - (vi) GSA List of Parties Excluded from Federal Programs;
 - (vii) Education verification (Highest Degree Received)
 - (viii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
 - (ix) Applicable State Exclusion List, if one.

The background check for Program Participants who are licensed or certified caregivers shall include the above, and in addition, shall include the following:

- (i) Education verification (highest level);
- (ii) Professional License Verification;
- (iii) Certification & Designations Check;
- (iv) Professional Disciplinary Action Search;

- (v) Department of Motor Vehicle Driving History, based on responsibilities;
- (vi) Consumer Credit Report, based on responsibilities.

School shall provide an *Attestation of Satisfactory Background Investigation* in the form attached hereto as the <u>Exhibit C</u> prior to each student and staff/faculty member's participation in the Program at the Hospital. Should the background check disclose adverse information as to any Program Participant, School shall immediately remove said Program Participant from the Program.

- (h) <u>Drug and Alcohol Testing.</u> School represents that it will timely conduct (or require timely conduction of) a drug and alcohol test on each and every Program Participant.
 - (i) To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing Hospital and, if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for employees or students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
 - (ii) Substances tested prior to placement at Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, marijuana, codeine, and cocaine.
 - (iii) Program Participant will be required to undergo drug and alcohol testing upon reasonable suspicion that the Program Participant has violated the policy, or after any "on-the-job" accident, which involves injury requiring medical treatment or evaluation of the Program Participant or another person, or property damage. Reasonable suspicion and reportable accident testing will include amphetamines, barbiturates, benzodiazepines, carisoprodol, opiates, fentanyl analogues, methadone, meperidine, marijuana, and cocaine.
- (i) School Status. School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

2. RESPONSIBILITIES OF HOSPITAL.

(a) Hospital shall accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.
- 3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:
 - (a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.
 - (b) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program at Hospital shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitle to, and shall not, receive any rights under this Agreement.

6. Non-Discrimination.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. INDEMNIFICATION.

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

School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

8. CONFIDENTIALITY.

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

9. TERM; TERMINATION.

- (a) The initial term of this Agreement shall be three (3) year(s), commencing on <u>September 1</u>, <u>2013</u> and ending on <u>August 31</u>, <u>2016</u>.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

10. Entire Agreement.

This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. CAPTIONS.

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

13. No WAIVER.

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State of <u>Indiana</u> ("State").

15. Assignment; Binding Effect.

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

16. Notices.

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Terre Haute Regional Hospital

3901 South Seventh Street

Terre Haute, IN 47802

Attention: Chief Executive Officer

Copy to: HCA

One Park Plaza, Bldg. 1, 2-East

Nashville, TN 37203

Attention: Operations Counsel

If to School: IECC/OCC Lincoln Trail College

11220 State Highway 1 Robinson, IL 62454

Robinson, IL 62454

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. EXECUTION OF AGREEMENT.

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. HIPAA Requirements.

To the extent applicable to this Agreement, the School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements.". The School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The School agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

The School shall direct its Program Participants to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information

under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Hospital's protected health information, the Program Participants are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Hospital.

19. COMPLIANCE WITH HOSPITAL POLICIES AND PROCEDURES.

School and Program Participants shall comply with Hospital Policies and Procedures to the extent such Hospital Policies and Procedures do not conflict with the terms of this Agreement.

20. No REQUIREMENT TO REFER.

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

IECC/OCC Lincoln Trail College
[Name of School]
By:
Title: Department Head of Nursing
By:
Title: Associate Dean of Nursing and Allied Health
By:
Title: President, Olney Central College
By:
Title: Chairman, IECC Board of Trustees
Terre Haute Regional Hospital [Hospital]
By: Mary Ann Conroy
Title: Chief Executive Officer

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Terre Haute Regional Hospital ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: LECC/OCC Lincoln Trail College ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Signature of Program Participant/Print Name	Date	
Parent or Legal Guardian	 Date	
If Program Participant is under 18 / Print Name		

EXHIBIT B

Confidentiality and Security Agreement

I understand that the Hospital or business entity (the "Hospital") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of my employment/assignment at the Hospital, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with the Hospital's Privacy and Security Policies, which are available on the Hospital intranet (on the Security Page) and the Internet (under Ethics & Compliance). I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Hospital systems.

General Rules:

- 1. I will act in the best interest of the Hospital and in accordance with its Code of Conduct at all times during my relationship with the Hospital.
- I understand that I should have no expectation of privacy when using Hospital information systems. The Hospital may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
- I understand that violation of this Agreement may result in disciplinary action, up to and
 including termination of employment, suspension, and loss of privileges, and/or termination
 of authorization to work within the Hospital, in accordance with the Hospital's policies.

Protecting Confidential Information:

- 1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
- 2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Hospital policies.
- 3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.
- 4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy.
- 5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the School or at the Hospital, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.

- 6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
- 7. I will not transmit Confidential Information outside the Hospital network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Hospital using email or other electronic communication methods, I will ensure that the Information is encrypted according to Hospital Information Security Standards.

Following Appropriate Access:

- 1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
- 2. I will only access software systems to review patient records or Hospital information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Hospital information, I am affirmatively representing to the Hospital at the time of each access that I have the requisite business need to know and appropriate consent, and the Hospital may rely on that representation in granting such access to me.

Using Portable Devices and Removable Media:

- I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Hospital Information Security Standards
- 2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Hospital data (e.g., Hospital email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Hospital has the right to:
 - a. Require the use of only encryption capable devices.
 - b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
 - c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
 - d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
 - e. Restrict access to any mobile application that poses a security risk to the Hospital network.

Doing My Part - Personal Security:

- 1. I understand that I will be assigned a unique identifier (e.g., 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.
- 2. I will:
 - a. Use only my officially assigned User-ID and password (and/or token (e.g., SecurID card)).
 - b. Use only approved licensed software.
 - c. Use a device with virus protection software.

3. I will never:

- a. Disclose passwords, PINs, or access codes.
- b. Use tools or techniques to break/exploit security measures.
- c. Connect unauthorized systems or devices to the Hospital network.

- 4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.
- I will immediately notify my manager, Hospital Information Security Official (FISO), Director of Information Security Operations (DISO), or Hospital or Corporate Client Support Services (CSS) help desk if:
 - a. my password has been seen, disclosed, or otherwise compromised;
 - b. media with Confidential Information stored on it has been lost or stolen;
 - c. I suspect a virus infection on any system;
 - I am aware of any activity that violates this agreement, privacy and security policies;
 or
 - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Hospital systems.

Upon Termination:

- 1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Hospital.
- 2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Hospital.
- 3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Hospital.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Hospital Name and COID	Date
Printed Name	Business Entity Name	

EXHIBIT C

Attestation of Satisfactory Background Investigation

	me of Volunteer Organization, School, Contract Services
	attest to Terre Haute Regional Hospital [Name of facility]
	ession, a background investigation report on the individual
identified below. Such background investigation	n is satisfactory in that it:
de la contraction de	
does not reveal any criminal activity;	with any famous and a second and a second and
	with any former employer or otherwise indicate poor
performance;	OCA an OlO avaluation lists.
confirms the individual is not on either the	GSA OF OIG exclusion lists;
confirms the individual is not listed as a vi	olent sexual offender;
	5. Treasury Department's Office of Foreign Assets Control
list of Specially Designation Nationals;	
no other aspect of the investigation requir	ed by Employer reveals information of concern; and
I further attest there are no prior or pend	ding investigations, reviews, sanctions or peer review
proceedings; or limitations of any licensure, cer	
This attestation is provided in lieu of providing a	a copy of the background investigation.
3.	3
Identified Individual Subject to the Background	Investigation:
Name:	
Address:	
Date of Birth:	
Social Security Number:	
	compliance audit by Hospital of five percent (5%) or a tigation files as authorized by the subjects under the Fair
	Signature
	Printed Name
	[Name of Organization]
	Date:

Agenda Item #8H

Affiliation Agreement with Marion Veterans Center

Agenda Item #8H

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: July 16, 2013

RE: Affiliation Agreement with Marion Veterans Medical Center - ADN

IECC wishes to enter into an affiliation agreement with the Veterans Medical Center, located in Marion, Illinois.

This affiliation agreement is for the Associate Degree in Nursing Program.

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

TLB/rs

Attachment

ASSOCIATED HEALTH EDUCATION AFFILIATION AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS (VA) AND AN EDUCATIONAL PROGRAM

Use when trainees are enrolled in an educational program approved by an accrediting body recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA)

VA NETWORK: VISN 15

VA MEDICAL CARE FACILITY: VA Medical Center, Marion, IL

NAME OF EDUCATIONAL INSTITUTION: Illinois Eastern Community Colleges, Olney Central
College Associate Degree Nursing Program

PROGRAM/DISCIPLINE AND DEGREE(S): Associate Degree Nursing Program; Frontier Community
College Site

By: _____

Title: Associate Dean of Nursing and Allied Health

Date: _____

By: _____

Title: President, Olney Central College

Date: _____

By: _____

Title: Chairman, IECC Board of Trustees

Date:

Agenda Item #8I

Observation Agreement with Good Samaritan Surgery Center

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: July 16, 2013

RE: Observation Agreement with Good Samaritan Surgery Center - ADN

IECC wishes to enter into an observation agreement with Good Samaritan Surgery Center, located in Mt. Vernon, Illinois.

This observation agreement is for the Associate Degree in Nursing Program.

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

TLB/rs

Attachment

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

OBSERVATION EXPERIENCE AGREEMENT

Agreement made this 25th day of June, 2013, between Good Samaritan Surgery Center of Mt. Vernon, IL 62864, hereinafter referred to as AGENCY, and ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT 529, OLNEY CENTRAL COLLEGE ASSOCIATE DEGREE NURSING/PRACTICAL NURSING CERTIFICATE PROGRAM (offered at Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College), hereinafter referred to as DISTRICT #529.

Agreement is for the purpose of providing student observation experience in a facility other than the classroom or clinical setting. An observation experience may be described as:

An opportunity for the nursing student to visit an agency at a designated time to observe the functions of health team and the common well defined health problems of the client treated by said agency.

DISTRICT #529 AGREES TO:

- Utilize AGENCY for student observation experiences as part of their clinical instruction. These experiences
 would be under the indirect supervision of a college instructor in that an instructor would not be on AGENCY
 premises with the students. The instructor will be available by telephone.
- 2. Provide the AGENCY with written objectives for each observation experience.
- Comply with rules, regulations and policies of AGENCY that are applicable to AGENCY employees, including, but not limited to health, safety and confidentiality regulations.
- 4. Insure that students are covered by liability insurance.
- 5. Retain responsibility for student education.
- 6. Evaluate total clinical experience received by students from AGENCY.

AGENCY AGREES TO:

- 1. Retain responsibility for client care.
- 2. Encourage student learning experiences by providing opportunity for student to interact with staff.

- Encourage student learning experiences by providing opportunity for student to observe patient care by AGENCY staff.
- 4. Evaluate total student observation experience.
- 5. The AGENCY will determine the number of students allowed for each assignment.
- 6. The AGENCY will determine what nursing functions the student may perform.

AGENCY:	ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT 529, OLNEY CENTRAL COLLEGE ASSOCIATE DEGREE NURSING/PRACTICAL NURSE CERTIFICATE PROGRAM:
By	By Department Head of Nursing
	ByAssociate Dean of Nursing and Allied Health
	ByPresident, Olney Central College
	By Chairman, IECC Board of Trustees

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

Adopted: 03/12

Bid Committee Report

Lincoln Trail College

Industrial Air Cleaning System for the Welding Shop

Bid Committee Report July 2013

<u>Lincoln Trail College</u>

1. Industrial Air Cleaning System for the Welding Shop

TO: Board of Trustees

FROM: Bid Committee

SUBJECT: Industrial Air Cleaning System for the Welding Shop

DATE: July 16, 2013

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

The Bid Committee recommends acceptance of the bid received that meets all specifications from Diversified Air Systems, Inc., Louisville, KY for a total bid of \$16,521.00. Their bid price includes sufficient air cleaning capacity and motor starters. The lowest bidder, All-Lift Systems, Inc. misses the required *specified bid spec* CFM rate by 2,314 CFM. Adding an additional filtration unit to meet the specification would put them at a greater cost than Diversified Air Systems, Inc.

Industrial Air Cleaning System for the LTC Welding Shop			
Company	Bid	Alt. #1	Alt. #2
All-Lift Systems	\$13,848.00	-0-	-0-
Appleton, WI			
Diversified Air Systems, Inc.	<mark>\$16,521.00</mark>	-0-	-0-
Louisville, KY			
Kemper America, Inc.	\$39,992.17	-0-	-0-
Alpharetta, GA			

Respectfully submitted,

Terry Bruce Mark Davidson Mitch Hannahs Harry Hillis, Jr.

Bid award is subject to grant approval by William Rainey Harper College.

Department: Welding Shop

Source of Funds: Department of Labor – TAACCCT William Rainey Harper College Grant

Rationale for Purchase: To provide better ventilation for the welders.

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

Specifications for LTC Exhaust System

Lincoln Trail College, Red McCoy Welding Shop when completing welding projects outside of installed booths creates a noxious and hazardous welding fume that cannot always be sourced captured. To improve the quality of air and to capture the associated dust caused by welding and grinding we require an ambient exhaust system be delivered to Red McCoy Welding Shop, Robinson, Illinois based on the following criteria:

Exhaust system capable of ambient capture of noxious and hazardous fumes and dust resulting from grinding and welding processes that include: GMAW, SMAW, GTAW, and Oxy-fuel in a college welding shop, with a "T" configuration and the following dimensions: Ceiling height 17'3", top of "T" 61'11" by 21" 6" and the base of the "T" 38'4" by 49'11" minus a break room/bath room with the following dimensions: 17'4" by 8' by 8'. Approximate volume is 54,858 cubic feet.

Units to be either ceiling mounted and or wall mounted units capable of removing 85% or more of the noxious and hazardous grinding and welding dust and fumes with a dirty air to fresh air exchange rate with a minimum of 8 air exchanges per hour or 7,314 CFM. The exhaust system must be able to quickly lift and remove the noxious and hazardous fumes and dust away from the welder(s).

The Red McCoy Welding Shop electrical configuration is 208 VAC, 3 phase, 60 hertz. Require the ambient air exhaust system to have matching power requirements or include within the bid a quote for the proper sized transformer to adapt the equipment requirements with the welding shop's installed power supply.

Require that bidder deliver the exhaust system to Red McCoy Welding Shop on or before September 1, 2013.

Installation charges not to be included in bid. Lincoln Trail College will install exhaust system.

ALL FREIGHT, SHIPPING, DELIVERY, AND HANDLING CHARGES ARE TO BE INCLUDED IN BID TOTAL. DELIVERED TO LINCOLN TRAIL COLLEGE, RED McCOY WELDING SHOP, 310 E LOCUST STREET, ROBINSON, ILLINOIS. THE QUOTATION AS SUBMITTED ON THIS FORM WILL REMAIN <u>FIRM</u> FOR <u>SIX WEEKS</u> FROM THE DATE QUOTATION IS RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

TOTAL BID \$	
#1 ALTERNATE BID for consumable costs (filter replacement etc.)	for a three year period based on system
use of 25 hours per week by 32 weeks per year.	\$

#2 ALTERNATE BID for all motor starters and disconnects.	\$
APPROX. DELIVERY DATE	
SIGNATURE	-
PRINT NAME	-
COMPANY	-
ADDRESS	_
TELEPHONE	_
FAX_	-
DATE_ NOTE: PLEASE SUBMIT BID IN DUPLICATE.	-

District Finance

A. Financial Report B. Approval of Financial Obligations

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

TREASURER'S REPORT June 30, 2013

FUND	BALANCE
Educational	\$4,703,481.56
Operations & Maintenance	\$392,047.71
Operations & Maintenance (Restricted)	\$1,797,353.03
Bond & Interest	\$353,603.63
Auxiliary	\$336,696.83
Restricted Purposes	\$1,786.48
Working Cash	\$183,196.86
Trust & Agency	\$381,670.66
Audit	\$21.10
Liability, Protection & Settlement	\$353,364.73
TOTAL ALL FUNDS	\$8,503,222.59

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES

Combined Balance Sheet - All Funds June 30, 2013

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

(Prior to the accrual run and year-end adjusting journal entries)	ALL FUNDS	
	Fiscal Year 2013	
ASSETS:		
CASH	8,503,223	
IMPREST FUND	21,900	
CHECK CLEARING	12,500	
INVESTMENTS	23,590,000	
RECEIVABLES	4,125,953	
ACCRUED REVENUE	9,870	
INTERFUND RECEIVABLES	227,200	
INVENTORY	624,458	
OTHER ASSETS	466,102	
TOTAL ASSETS AND OTHER DEBITS:	37,581,206	
LIABILITIES:		
PAYROLL DEDUCTIONS PAYABLE	214,226	
ACCOUNTS PAYABLE	71,389	
ACCRUED EXPENSES	-	
INTERFUND PAYABLES	-	
DEFERRED REVENUE	3,745,713	
OTHER LIABILITIES	889,448	
TOTAL LIABILITIES:	4,920,776	
EQUITY AND OTHER CREDITS:		
INVESTMENT IN PLANT	3,099,351	
PR YR BDGTED CHANGE TO FUND BALANCE	141,225	
FUND BALANCES:		
FUND BALANCE	27,429,306	
RESERVE FOR ENCUMBRANCES	1,990,548	
TOTAL EQUITY AND OTHER CREDITS	32,660,430	
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	37,581,206	

ILLINOIS EASTERN COMMUNITY COLLEGES Combined Statement of Revenues, Expenses, and Changes in Net Assets AS OF June 30, 2013

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

ALL FUNDS

	FY	2013
	YEAR-	TO-DATE
REVENUES:		
LOCAL GOVT SOURCES	10	,969,564
STATE GOVT SOURCES	10	,021,324
STUDENT TUITION & FEES	13	,583,817
SALES & SERVICE FEES	3	,187,137
FACILITIES REVENUE		3,290
INVESTMENT REVENUE		186,211
OTHER REVENUES		266,901
TOTAL REVENUES:	38	,218,244
EXPENDITURES:		
INSTRUCTION	12	,105,123
ACADEMIC SUPPORT		476,381
STUDENT SERVICES	1	,371,531
PUBLIC SERV/CONT ED		69,061
OPER & MAINT PLANT	2	,923,507
INSTITUTIONAL SUPPORT	8	,864,365
SCH/STUDENT GRNT/WAIVERS	6	,550,826
AUXILIARY SERVICES	4	,515,166
TOTAL EXPENDITURES:	36	,875,960
TRANSFERS AMONG FUNDS:		
INTERFUND TRANSFERS		0
TOTAL TRANSFERS AMONG FUNDS:		0
NET INCREASE/DECREASE IN NET ASSETS	1	,342,284

Illinois Eastern Community Colleges Operating Fund Analysis CASH BASIS

July 1, 2012 -- June 30, 2013

			Total
	Education	O & M	Operating
REVENUES:	Fund	Fund	Funds
Local Government Sources	2,636,614	1,129,760	3,766,374
State Government Sources - Current Year	8,168,693	1,852,630	10,021,323
State Government Sources - Prior Year	5,887,205	-	5,887,205
Net Tuition and Fees	6,520,360	-	6,520,360
Sales & Service Fees	55,852	-	55,852
Facilities Revenue	-	2,370	2,370
Investment Revenue	92,792	20,572	113,364
Other Revenues	196,483	1,450	197,933
TOTAL REVENUES:	23,557,999	3,006,782	26,564,781
EXPENDITURES:			
Salaries	14,502,097	813,446	15,315,543
Employee Benefits	2,025,298	169,942	2,195,240
Contractual Services	624,442	323,014	947,456
Materials	1,419,843	223,916	1,643,759
Travel & Staff Development	289,607	8,660	298,267
Fixed Charges	149,033	55,893	204,926
Utilities	87,085	1,003,592	1,090,677
Capital Outlay	339,536	252,315	591,851
Other	145,273	45	145,318
TOTAL EXPENDITURES:	19,582,214	2,850,823	22,433,037
TRANSFERS:			
Interfund Transfers	(1,133,635)		(1,133,635)
TOTAL TRANSFERS:	(1,133,635)	-	(1,133,635)
NET INCREASE/DECREASE IN NET ASSETS	2,842,150	155,959	2,998,109

Chief Executive Officer's Report

Executive Session

Approval of Executive Session Minutes

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

Agenda Item #14 Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: July 11, 2013

RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for items 400.1, 400.2, 400.3, and 400.4 will be mailed under separate cover.

INDEX

- **400.1.** Employment of Personnel
- 400.2. Change-in-Status
- **400.3.** Approval of Proposed Non-College Employment (External Report)
- 400.4. Annual Review of FMLA taken during 2013 fiscal year (External Report)
- 400.5. Special Assignment

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

1. Carla Cadwalader, Early Childhood Education Instructor, effective August 8, 2013

B. Classified

- 1. Tim Gallion, TRiO Upward Bound Counselor, DO/LTC, effective August 5, 2013, contingent upon position availability and continued grant funding
- 2. Haley Mullins, TRiO Upward Bound Counselor, DO/LTC, effective August 5, 2013, contingent upon continued grant funding

400.2. Change-in-Status

A. Classified

- 1. Erin Volk, TRiO Upward Bound Counselor, DO/LTC, to TRiO Student Support Services Academic Counselor, DO/LTC, effective July 17, 2013, contingent upon continued grant funding
- **400.3.** Approval of Proposed Non-College Employment (External Report)
- 400.4. Annual Review of FMLA taken during 2013 fiscal year (External Report)

400.5. Special Assignment

A. Wabash Valley College

Recommended
1. Academic Year 2013-2014

Carla Cadwalader Lead Instr, Early Childhood Development \$450.00

Carla Cadwalader Small World \$200/month

Collective Bargaining

Agenda Item #16 Litigation

Agenda Item #17 Other Items

Agenda Item #18 Adjournment



6/30/2013