ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

March 19, 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

The mission of Illinois Eastern Community College District 529 is to provide excellence in teaching, learning, public service, and economic development.

Illinois Eastern Community Colleges Board Agenda

March 19, 2013 7:00 p.m. Olney Central College Banquet Room

1. 2. 3.	Call to Order & Roll Call
4.	Public Comment
5.	Reports A. Trustees B. Presidents C. Cabinet
6.	Policy First Reading (and Possible Approval)Bruce A. None
7.	Policy Second ReadingBruce A. None
8.	 Staff Recommendations for Approval A. Identity Theft Prevention Plan Status Report for 2012

9.	Bid Committee ReportBruce A. None
10.	District Finance A. Financial ReportBrowning B. Approval of Financial ObligationsBrowning
11.	Chief Executive Officer's ReportBruce
12.	Executive SessionBruce
13.	Approval of Executive Session MinutesA. Written Executive Session MinutesB. Audio Executive Session MinutesB. Bruce
14.	Approval of Personnel ReportBruce
15.	LitigationBruce
16.	Other Items

17. 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, <u>Tuesday</u>, February 19, 2013.

(Without objection, the Chairman appointed Renee Smith to serve as Acting Board Secretary at this meeting, in the absence of Board Secretary Harry Hillis, Jr.)

<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 Secretary to call the roll.

<u>Roll Call:</u> 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 "Jr.," Marilyn J. Wolfe. Also present was Logan Carlson, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees: Terry L. Bruce, Chief Executive Officer/Chief Operating Officer. 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, January 15, 2013 were presented for disposition.

Board Action to Approve Minutes: Trustee Gary Carter made a motion to approve minutes of the foregoing meeting as prepared. Trustee 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 the "Ayes" have it and the motion carried.

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

<u>#3-A. Visitors & Guests:</u> Visitors & guests present were recognized, including several college staff members. Cora Weger and five of her students in the SAN Group gave a special presentation.

#3-B. IECEA Representative: Rob Mason, President of IECEA, was recognized.

AGENDA #4 - "Public Comment" - None.

AGENDA #5 - "Reports" -

<u>#5-A. Report from Trustees:</u> None.

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

<u>#5-C. Report from Cabinet:</u> None.

AGENDA #6 – "Policy First Readings (and Possible Approval)" – None.

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

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

<u>**#8-A.**</u> Environmental Scan:</u> President Rodney Ranes reviewed the IECC Environmental Scan for fiscal year 2013. The scan is used by the District to forecast future internal and external needs for both college programs and services. The data assists in developing the Strategic Plan, the Career and Technical Education Plan, and the On-Line Education Plan.

Data of interest in the scan includes the following:

Number of high school students that qualify for free or reduced lunches has increased the last three years. The percentage of families that are below the poverty level remains above the state average for most of the counties in the district.

Median household income and per capita personal income lagged significantly behind the statewide average and the cost of higher education will continue to be an issue.

Local high schools have had a decrease in graduates in the last four years with total graduates dipping below 1,100.

Part-time enrollment has increased while the number of students enrolling full-time has decreased.

Total financial aid awarded decreased significantly this fiscal year while the number of financial aid eligible students increased.

Changes in Federal Pell Grants means that fewer students will be eligible and also funding opportunities through local Workforce Investment Agencies have decreased reducing the dollars for retraining for new technical skills.

Degree attainment within the district continues to lag significantly behind the state and national averages for baccalaureate completion.

The District continues to review items for inclusion in the Environmental Scan. Future reviews will consider data related to remedial and developmental education to respond to the focus on degree completion at the state and national levels.

The CEO recommended acceptance of the Environmental Scan.

Board Action: Trustee Brenda Culver made a motion to accept the IECC Environmental Scan for fiscal year 2013 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>#8-B.</u> Student Enrollment and Completion Plan: Presidents Taylor and Fowler reviewed the Student Enrollment and Completion Plan. The four college Presidents have developed, in cooperation with the District Administration, an enrollment management plan to address district-wide enrollment and additional criteria specific to the next Higher Learning Commission accreditation visit.

National benchmark data regarding enrollment, persistence, and completion has been reviewed. Preparation of the plan has taken nearly nine months and has involved input from meetings, focus groups, breakout sessions and individual discussions.

The plan provides a strategic set of goals, objectives, strategies and outcomes aimed at District-wide enrollment growth and the improvement of student completion rates. The three overarching goals for the plan are as follows:

- 1. Increase New Student (Freshman) Enrollment 10% by fiscal year 2017.
- 2. Increase student completion 7% by fiscal year 2018.
- 3. Improve Post-Graduate & Alumni Services.

The Student Enrollment and Completion Plan will develop a strategic approach to improve recruitment and retention efforts, will expand opportunities for students by offering new academic and athletic programs, and begins a program to address job placement and graduate follow-up.

The CEO recommended acceptance of the Student Enrollment and Completion Plan.

Board Action: Trustee Gary Carter made a motion to accept the Student Enrollment and Completion Plan as recommended. Trustee Michael Correll seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>**#8-C.**</u> Employee Satisfaction Survey Results:</u> LeAnn Hartleroad reviewed the Employee Satisfaction Survey results. In the fall of each year, employees are given the opportunity to answer a survey which reviews the operation of the District and its four colleges.

Employees were asked their work location, their classification, whether they were employed full or part-time, and the years of service to the District. The employees were given an opportunity to review health and dental benefits, information availability, personnel changes, website quality, equipment and technology needs, and a variety of other questions concerning the District.

Highest areas of agreement or strong agreement were:

98% would recommend IECC to a prospective student or employee.

91% overall, were satisfied with employment at their college and IECC.

88% have the equipment and technology necessary to do their work.

88% felt the administration is available to staff/faculty within a reasonable time frame.

86% felt IECC's mission and values influence how their department works or how they provide instruction.

86% felt the District does a good job of keeping them informed about changes that affect all employees.

Highest areas of disagreement or strong disagreement were:

22% - There are opportunities for promotions and advancement at my college and IECC.

16% - I am fairly compensated for the work I do.

13% - The website is user friendly.

11% - Administration is open to my suggestions, elicits my feedback, and values my opinion.

10% - My physical environment is suitable for the work I do.

Overall, the survey shows that employees are satisfied with the operation of the District. The CEO recommended acceptance. **Board Action:** Trustee Marilyn Wolfe made a motion to accept the Employee Satisfaction Survey results 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>**#8-D. Hutsonville Tax Assessment:**</u> Ameren Energy Generating Company (AEG) has closed the electric generation facility at Hutsonville. Property taxes on the facility will drop dramatically and to avoid serious impacts on some of the affected taxing bodies, a compromise on property taxes to be paid by AEG over the taxing years 2012-2022 has been developed.

AEG currently pays \$150,546.00 in property taxes annually on the facility. Under the proposal, AEG would pay \$120,000.00 in property taxes annually in 2013; \$80,000.00 in 2014; \$40,000.00 in 2015; \$20,000.00 in years 2016, 2017, 2018, 1019, 2020, 2021, and 2022.

The leaders of all of the taxing bodies have tentatively agreed to the settlement pending actual taxing body action. The local school district in Hutsonville, which receives the largest amount of these taxes, has been the leader in these discussions, and approves the settlement.

The CEO recommended approval of the Settlement Agreement and Resolution relative to the Ameren Energy Generating Company facility at Hutsonville.

HUTSONVILLE POWER STATION SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of ____, 2013, by and between:

Ameren Energy Generating Company, ("AEG"), the owner of the real property that is subject of this Agreement; and

____, Crawford County Treasurer and Collector of Taxes; and

Crawford County, Crawford Airport Authority, Crawford County Forest Preserve, Crawford Memorial Hospital, Hutsonville Fire District, Illinois Eastern Community College District #529, Robinson Public Library, Multi-Taxing Authority District #2, Hutsonville Park District, Hutsonville Township, Hutsonville Township Road and Bridge, and Hutsonville Unit School District #1 (each a "Taxing District," and collectively, the "Taxing Districts"); and

The Crawford County Assessor and the Hutsonville Township Assessor (collectively, the "Assessing Officials").

Each of the foregoing persons is a Party to this Agreement (collectively, the "Parties"). Background

A. AEG owns the Hutsonville Power Station located in Hutsonville Township, Crawford County, Illinois, and described for tax purposes by PINs 03-1-17-000-004-000, 03-1-17-000-005-000, 03-1-17-000-006-000, 03-1-17-000-007-000, 03-1-17-000-007-001, 03-1-17-000-008-000, 03-1-17-000-009-000 (the "Hutsonville Plant").

B. The Taxing Districts constitute all of the municipal entities with jurisdiction to levy property taxes against the Hutsonville Plant.

C. The Hutsonville Plant was retired on December 31, 2011.

D. The Parties wish to establish assessed values beginning with the 2012 Assessment Year which reflect the retirement of the Hutsonville Plant while mitigating the short-term financial

impact on the Taxing Districts. The Parties also desire to recognize the real and personal property allocation of the Hutsonville Plant.

E. The Parties enter into this Agreement pursuant to Section 200/9 Article 9 of the Illinois Property Tax Code (35 ILCS 200/9 et. seq.), as in effect on the date this Agreement becomes effective, Article VII, Section 10(a) of the Illinois Const. Art. VII Section 10(a), the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. (1992), the corporate authority of Ameren and all other applicable authority of the Assessing Officials, the Treasurer, and the Taxing Districts.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the recital provisions set forth above are incorporated into the body of this Agreement as if fully set forth therein, and the undersigned agree as follows:

1. For the years 2012 through 2021, the assessed values of the Hutsonville Plant shall be as set forth in Exhibit A. The intent of this Agreement is to ensure that the annual property tax payments by AEG are consistent with the amounts shown on line "AEG Proposed Property Tax Payments" in Exhibit A. For this reason, whenever the assessed value of the land or the property tax levy rate increases, the assessed value of the structure will be reduced, as necessary, so that the calculated property tax remains consistent with the amount on the "AEG Proposed Property Tax Payments" line in Exhibit A.

2. The Parties agree and acknowledge that the assessed values as set forth in Exhibit A shall be and remain valid so long as the Hutsonville Plant remains vacant and unused, with the exception of remediation and/or demolition work performed on the property. The assessed values will also apply for any future owner of the Hutsonville Plant site so long as the property remains vacant and unused, with the exception of remediation and/or demolition work performed on the property.

3. Neither Ameren nor the Taxing Districts shall request any local assessing official or body to set any equalized, assessed valuations on the Hutsonville Plant in an amount other than that set forth in Exhibit A for the applicable assessment years. So long as the Board sets the equalized assessed valuations in amount set forth in Exhibit A for the applicable assessment years, neither Ameren nor any Taxing District shall file any appeal with the Board of Review or the Property Tax Appeal Board of the State of Illinois (PTAB) or seek any judicial or administrative review therefrom.

4. The Parties agree that the determination of property at the Hutsonville Plant as being land or structure shall be as set forth in Exhibit A.

5. Neither the assessed values, nor the classifications of property at the Hutsonville Plant which are set forth in this Agreement shall be automatically binding for assessments in 2022 or thereafter; provided however, that either party may introduce this Agreement in any subsequent administrative or judicial proceeding in which the allocation of property at the Hutsonville Plant is at issue.

6. The Hutsonville Plant is located in an enterprise zone; however, the enterprise zone will not change the assessments specified in this Agreement.

7. It is the intent of the Parties that the equalized assessed values set forth in Exhibit A will be the final assessment after imposition of all multipliers. If the imposition of a multiplier by the Department of Revenue or any other agency of the State of Illinois or by the Assessing Officials would result in an equalized assessed value which differs from the amount specified in this Agreement, the parties shall make all efforts to correct the aforesaid valuation by any statutory means (such as certificated of error) prior to the due date of tax payments. If such efforts do not remove the effect of any such multiplier, the assessed value for the subsequent year shall be adjusted, either higher or lower, to compensate for the error in the previous year. Thereafter, the provisions set forth in this Agreement shall continue to be followed.

8. For any assessment year the Hutsonville Plant is assessed at a value other than as set forth in Exhibit A, Ameren and the Taxing Districts shall have the right to seek specific performance to enforce the terms of this Agreement. In the event an action for Specific Performance is brought, the undersigned parties waive the claim or defense that the moving party has an adequate remedy at law.

9. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will constitute one and the same document.

10. No amendment, modification, restatements, supplement, termination or waiver of or to, or consent to any departure from, any provisions of this Agreement shall be effective unless the same shall be in writing and signed on behalf of each of the Parties hereto. Any waiver of any provision of this Agreement and any consent to any departure by a Party from the terms of any provisions of this Agreement shall be effective only in the specified instance and for the specific purpose for which given.

11. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Board Action: Trustee John Brooks made a motion to approve the Hutsonville Power Station Settlement 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

Resolution Approving Hutsonville Power Station Settlement Agreement

WHEREAS, the Hutsonville Power Plant was retired on December 31, 2011; and

WHEREAS, the Taxing Districts wish to establish assessed values beginning with the 2012 Assessment Year which reflect the retirement of the Hutsonville Plant while mitigating the short-term financial impact on the Taxing District; and

WHEREAS, an agreement has been reached between Ameren Energy Generating Company and Taxing Districts; and

NOW, THEREFORE, be it resolved that the Illinois Eastern Community College District #529 Board of Trustees hereby approves and accepts the attached Hutsonville Power Station Settlement Agreement; and

BE IT FURTHER RESOLVED that the Chairman of the Illinois Eastern Community College District #529 Board of Trustees, or his designee(s), is hereby authorized and directed to execute the attached Hutsonville Power Station Settlement Agreement on behalf of Illinois Eastern Community College District #529, together with any and all documents necessary and prudent to carry out the transaction therein contemplated.

Board Action: Trustee Gary Carter made a motion to adopt the Resolution Approving the Hutsonville Power Station Settlement 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>#8-E.</u> Dual Credit CTE On-Campus Course Fee: Currently, the cost of tuition is waived for all IECC dual credit classes. However, the cost of consumables and class materials necessitates the need for a course fee for career and technical education (CTE) courses held at the college. Therefore, The CEO recommended approval of a Dual Credit CTE On-Campus Course Fee of \$25 per course, effective the 2013 Fall Semester.

Board Action: Trustee John Brooks made a motion to approve a Dual Credit CTE On-Campus Course Fee of \$25 per course, effective the 2013 Fall Semester 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Audit Finding of LWIA #23 and District Response: The outside auditors from the Department of Commerce and Economic Opportunity (DCEO) have completed the audit of Local Workforce Investment Area #23 and made only one finding concerning IECC. The issue dealt with petty cash reimbursements and the fact that IECC policy requires reimbursing petty cash no less frequently than every two months and that a reconciliation of the fund be completed within that time frame. LWIA staff was not in compliance with that policy.

In the response letter concerning the audit, LWIA staff indicated that they would comply. This was accepted and the DCEO closed the audit. The audit in every other regard found that the LWIA staff hired by IECC, had handled funds from the federal government correctly in all instances. This is a very good audit and reflects well on the LWIA/IECC staff.

The CEO recommended acknowledgement of receipt of this audit.

Board Action: Trustee Brenda Culver made a motion to acknowledge receipt of the LWIA #23 audit as recommended. Student Trustee Logan Carlson 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-G. Statements of Final Construction Compliance: IECC is required by the Illinois Community College Board (ICCB) to take Board action on Protection, Health and Safety, Capital Renewal and state and locally funded projects completed each year. There were \$594,427 in construction costs for state and locally funded projects completed this past year as follows:

0033-0910Parking Lot Paving: Actual Cost \$202,308.0034-0311WFDC Classroom Remodeling: Actual Cost \$392,119.

The CEO recommended approval of the Statements of Final Construction Compliance, along with all supporting documents, for submission to the Illinois Community College Board.

Board Action: Trustee Gary Carter made a motion to approve the foregoing Statements of Final Construction Compliance 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>#8-H. Affiliation Agreements:</u> IECC wishes to enter into new affiliation agreements with the following facilities. These affiliation agreements are the standard affiliation agreements utilized by the District. The CEO recommended approval.

(1) Affiliation Agreement with Acute Medical Center – LTC Medical Assistant: IECC wishes to enter into a new affiliation agreement with Acute Medical Center, located in Robinson, Illinois. This affiliation agreement is for the LTC Medical Assistant Program.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the LTC Medical Assistant Program with Acute Medical Center, Robinson, Illinois, 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

(2) Affiliation Agreement with Crawford Memorial Hospital – LTC Medical Assistant: IECC wishes to enter into a new affiliation agreement with Crawford Memorial Hospital, located in Robinson, Illinois. This affiliation agreement is for the LTC Medical Assistant Program.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the LTC Medical Assistant Program with Crawford Memorial Hospital, Robinson, Illinois, 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

(3) Affiliation Agreement with Jasper County Health Department – LTC Medical Assistant: IECC wishes to enter into a new affiliation agreement with Jasper County Health Department, located in Newton, Illinois. This affiliation agreement is for the LTC Medical Assistant Program.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the LTC Medical Assistant Program with Jasper County Health Department, Newton,

Illinois, 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

(4) Affiliation Agreement with Lawrence County Memorial Hospital – LTC Medical Assistant: IECC wishes to enter into a new affiliation agreement with Lawrence County Memorial Hospital, located in Lawrenceville, Illinois. This affiliation agreement is for the LTC Medical Assistant Program.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the LTC Medical Assistant Program with Lawrence County Memorial Hospital, Lawrenceville, Illinois, 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

(5) Affiliation Agreement with Richland Memorial Hospital – LTC Medical Assistant: IECC wishes to enter into a new affiliation agreement with Richland Memorial Hospital, located in Olney, Illinois. This affiliation agreement is for the LTC Medical Assistant Program.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the LTC Medical Assistant Program with Richland Memorial Hospital, Olney, Illinois, 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

(6) Affiliation Agreement with Effingham City-County Ambulance – FCC Emergency Response: IECC wishes to enter into a new affiliation agreement with Effingham City-County Ambulance, located in Effingham, Illinois. This affiliation agreement is for the FCC Emergency Response Program.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the FCC Emergency Response Program with Effingham City-County Ambulance, Effingham, Illinois, 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried. (7) Affiliation Agreement with Paris Community Hospital – OCC Phlebotomy: IECC wishes to enter into a new affiliation agreement with Paris Community Hospital, located in Paris, Illinois. This affiliation agreement is for the OCC Phlebotomy Program.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the OCC Phlebotomy Program with Paris Community Hospital, Paris, Illinois, 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

(8) Affiliation Agreement with St. Anthony's Memorial Hospital – FCC Phlebotomy: IECC wishes to enter into a new affiliation agreement with St. Anthony's Memorial Hospital, located in Effingham, Illinois. This affiliation agreement is for the FCC Phlebotomy Program.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the FCC Phlebotomy Program with St. Anthony's Memorial Hospital, Effingham, Illinois, as recommended. Trustee Brenda Culver 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>Additional Affiliation Agreement:</u> The CEO recommended adding American Medical Response, Evansville, Indiana, to the list of affiliation agreements for approval, for the FCC Emergency Response Program. Trustee John Brooks so moved, and 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 the "Ayes" have it and the motion carried.

(9) Affiliation Agreement with American Medical Response – FCC Emergency Response: IECC wishes to enter into a new affiliation agreement with American Medical Response, located in Evansville, Indiana. This affiliation agreement is for the FCC Emergency Response Program.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the FCC Emergency Response Program with American Medical Response, Evansville, Indiana, 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried. <u>AGENDA #9 – "Bid Committee Report"</u> – The Bid Committee presented the following recommendations and the CEO recommended approval:

A. Illinois Eastern Community Colleges

1. HVAC & Lighting Upgrades – LTC, OCC & FCC

Division I – HVAC Work

The Bid Committee recommended acceptance of the low bid that meets all specifications from <u>Merz Heating & Air Conditioning</u>, Effingham, IL, for a total bid of <u>\$389,950.00</u>.

Division II – Electrical Work

The Bid Committee recommended acceptance of the low bid that meets all specifications from <u>Illini Builders Co.</u>, Olney, IL, for a total bid of <u>\$231,688.00</u>.

Source of Funds: PHS Compliance – Phase 10.

2. Window and Flooring Replacements – WVC

3. Accessibility Compliance – District-Wide

The Bid Committee recommended acceptance of the low bid that meets all specifications from <u>Grunloh Construction Inc.</u>, Effingham, IL, for a total bid of <u>\$244,000.00</u>.

Source of Funds: PHS Compliance – Phase 10.

Board Action: Trustee William Hudson made a motion to accept the foregoing recommendations of the Bid Committee for PHS Compliance projects, Phase 10, 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

B. Frontier Community College

The Bid Committee recommended rejecting all bids received. There are not enough funds to complete the original size lot based on bids received. The Bid Committee plans on rebidding this project with new specifications.

C. Olney Central College

1. Plasma Welder

Note: Award of this bid is pending grant approval from William Rainey Harper College.

Subject to grant approval by William Rainey Harper College, the Bid Committee recommends acceptance of the low bid received that meets all specifications from <u>Gano Welding</u> <u>Supplies</u>, Charleston, IL for a total bid of <u>\$10,193.58</u>.

Source of Funds: Department of Labor Grant – Trade Adjustment Assistance Community College & Career Training (TAACCCT Grant) thru Harper College (IECC is a sub-grantee of the grant).

Department: Welding Technology Program.

Board Action: Trustee Brenda Culver made a motion to accept the foregoing recommendation of the Bid Committee for purchase of a plasma welder for OCC. 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

<u>#10-A. Financial Reports:</u> The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of January 31, 2013.

<u>#10-B.</u> Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for February 2013, totaling \$930,686.91, 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 February 2013, in the amounts listed, and payments from the revolving fund for January 2013. 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – "Chief Executive Officer's Report" – None.

<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, January 15, 2013.

<u>#13-B.</u> Audio Recordings of Executive Sessions: No executive session was held during the regular meeting, Tuesday, January 15, 2013.

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

400.1 Bargaining Unit Faculty Seniority List for 2012-2013

400.2 Non-Bargaining Unit Faculty Seniority List for 2012-2013

400.3 Reemployment

A. Continuation of Tenure

- 1. Tom Baird
- 2. Scott Balding
- 3. Mary Jane Becktell
- 4. Shasta Bennett
- 5. Tyler Boyles
- 6. C. Allen Brown
- 7. Carrie Brown
- 8. James Burnett
- 9. Penny Campbell-Henry
- 10. Jay Carter
- 11. Michael Conn
- 12. Byford Cook
- 13. Laurel Cutright
- 14. John Day
- 15. David Denton
- 16. Teresa Diekmann
- 17. Cheryl Dill
- 18. Suzanne Downes
- 19. Holly Farley
- 20. Mark Fitch
- 21. Carole Fusco
- 22. Andrea Gere
- 23. Brenda Grove
- 24. Pauletta Gullett
- 25. Anne Hahn
- 26. Nixie Hnetkovsky
- 27. Steve Hnetkovsky
- 28. Jason Hortin
- 29. Ruby Houldson
- 30. Judith Hudson
- 31. Kathleen Hudson
- 32. Anne Hustad

- 33. Carmen Jones
- 34. John Kendall
- 35. Vicky Lemons
- 36. Don Leynaud
- 37. Theresa Marcotte
- 38. Rob Mason
- 39. Christian Mathews
- 40. Travis Matthews
- 41. Rodney Maxey
- 42. Amie Mayhall
- 43. Mary McGlasson
- 44. Mary (Linda) Monge
- 45. Judy Neikirk
- 46. Patricia Owens
- 47. Kelly Payne
- 48. Kyle Peach
- 49. Brenda Phegley
- 50. Richard Poskin
- 51. Steve Rafferty
- 52. Doug Robb
- 53. Anurahda Roy
- 54. Barbara Shimer
- 55. Nick Short
- 56. Shirley Smithenry
- 57. Kimberley Stevens
- 58. Christopher Teague
- 59. Philip Thorsen
- 60. James Tucker
- 61. William Tucker
- 62. Kristi Urfer
- 63. Brian Wick
- 64. David Wilderman

- 65. Angelia Williams66. Jill Winter67. Gary Wise68. Sharen Wolke

- 69. Winifred Ann Wolven
- 70. Nick Wright

B. Initial Tenure

- 1. Christopher Boyd
- 2. Lisa Maple

C. Non-Tenure

- 1. Susan Adams
- 2. Jess Allen
- 3. Reno Bemont
- 4. Tammie Bohnhoff
- 5. Cynthia Boyce
- 6. Laura Bruck
- 7. Wanda Douglas
- 8. Jeshua Franklin
- 9. Megan Heindselman
- 10. Sharon Hoffee
- 11. Andrew King
- 12. Heather Kirkwood
- 13. Curtis Marshall
- 14. Andrew Pittman
- 15. Amy Scamman
- 16. Eric Scheller
- 17. Susan Stover

400.4. Reemployment of Non-Bargaining Unit Faculty 2012-2013

A. Continuation of Tenure

- 1. James Beers
- 2. Donald Bennett
- 3. Phillip Edmondson
- 4. Gary Wangler
- 5. Mitchell Wolfe

B. Initial Tenure

1. William Rogers

C. Non-Tenure

- 1. Phillip Brooks
- 2. Jayson Hoffman
- 3. Rick Lamb
- 4. Joshua Lipe
- 5. Vernon Miller

- 6. Leonard Mitchell
- 7. Stephen Questelle
- 8. Kevin Weber

400.5. Reduction-in-Force & Adoption of Resolution

A. Faculty

1. Paul Stouse

400.6. Retirement

A. Classified

1. Sharon Hanson, Office Assistant, LTC, effective May 1, 2013.

400.7. Resignation

A. Professional/Non-Faculty

1. Carrie Dagg, Program Director, Emergency Preparedness and Industrial Quality Management, FCC, effective January 12, 2013.

400.8. Special Assignment

A.	Wa	Wabash Valley College				
	1.	Extra-Curricular		Recommended Academic Year 2012-2013		
		Adam Porter	Theater Lighting Technician	\$ 1,500		

Personnel Report Addendum

400.9. Employment of Personnel

A. Professional/Non-Faculty

1. Steven Berkemeier, Program Director, Emergency Preparedness and Industrial Quality Maintenance, effective March 1, 2013.

400.10 Resignation

A. Classified

1. Brenda Halbin, Office Assistant, FCC, effective February 15, 2013.

#14-A. Board Action to Amend Personnel Report: Trustee Brenda Culver made a motion to amend the Personnel Report, to add an addendum containing Sections 400.9 and 400.10, as recommended. Trustee William Hudson 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.

<u>**#14-B.**</u> Board Action to Approve Amended Personnel Report:</u> Trustee Marilyn Wolfe made a motion to approve the amended Personnel Report. Trustee Brenda Culver 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>AGENDA #15 – "Collective Bargaining"</u> – The CEO recommended approval of the following Memorandum of Agreement:

Memorandum of Agreement

This is a Memorandum of Agreement between the Board of Trustees of Illinois Eastern Community Colleges, Illinois Community College District No. 529 ("Board"), the Illinois Eastern Colleges Education Association, IEA-NEA ("Association"), and Amie Mayhall ("Ms. Mayhall"). The parties hereby agree as follows:

- 1. The Board will allow Ms. Mayhall to work from her home for part of the Spring 2013 semester, subject to the remaining terms of this Agreement.
- 2. The above alternative work arrangement is being permitted on a trial basis. The Board may discontinue the arrangement at any time with five (5) instructional days prior notice to both the Association and Ms. Mayhall if the President of Olney Central College or his designee determines that such arrangement is detrimental to the best interests of the students or the District. In addition, there shall be no obligation to continue the alternative work arrangement beyond the end of the current semester.
- 3. This Agreement is non-precedential in all aspects. The alternative work arrangement set forth herein shall not be cited or relied upon in connection with other faculty members or any future requests for an alternative work arrangement of any kind.
- 4. The alternative work arrangement described herein is being implemented on a trial basis for a short-term period due to unique circumstances, including Ms. Mayhall's situation, the timing of her request, the particular courses involved, and the Board's evaluation of the efficacy of the arrangement.

Board Action: Student Trustee Logan Carlson made a motion to approve the foregoing Memorandum of Agreement 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. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #16 - "Litigation" -

AGENDA #17 - "Other Items" -

<u>AGENDA #18 – "Adjournment"</u> – Trustee Brenda Culver made a motion to adjourn. Student Trustee Logan Carlson 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 9:30 p.m.

Approved: Chairman:

Secretary: _____

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)

None

Policy Second Reading

None

Staff Recommendations for Approval

Identity Theft Prevention Plan Status Report for 2012

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE March 19, 2013

RE: Identity Theft Prevention Program Status Report for 2012

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

In February 2013, the Identity Theft Prevention Team reviewed and updated the prevention program. No major updates were made to the current Identity Theft Prevention Program. The Team will continue to annually review the program and provide identity theft and red flag training annually with their assigned departments and areas. A Release of Student Information Guidelines has been developed by the Team for use when training staff on the prevention program. Each Team member has been assigned specific departments and committees to oversee the Identify Theft and Red Flag training. Training was completed in these areas between February 2012 and August 2012.

There were no reports regarding the detection of any red flags in 2012.

I recommend the Board's acceptance of the IECC's Identity Theft Prevention Program Status Report for 2012.

TLB/rs

Attachment

Illinois Eastern Community Colleges

Frontier Community College Lincoln Trail College Olney Central College Wabash Valley College

Identity Theft Prevention Program

Approved by the Cabinet: March 6, 2013 Approved by the Board of Trustees: March 19, 2013 (pending)

Background

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

IECC Identity Theft Prevention Program Requirement

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

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

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

Definitions

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

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

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

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

- Participation as a school lender in the Federal Direct Student Loan Program;
- Offering institutional loans to students, faculty, or staff;

• Offering a plan of payment or fees throughout the semester, rather than requiring full payment at the beginning of the semester.

<u>Personal Information</u> – Personal information is identifying information which is any name or number that may be used, alone or in conjunction with any other information, to identify a specific person including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, computer's Internet Protocol address, or routing code.

Red Flags

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

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

Identification and Examples of Red Flags

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

Alerts, Notifications, or Warnings from Consumer Reporting Agency

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

d. An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

Suspicious Documents

- 5. If documents provided for identification appear to have been altered, forged or inauthentic.
- 6. If the photograph or physical description on the identification is not consistent with the appearance of the student presenting the identification.
- 7. If other information on the identification is not consistent with the information provided by the student.
- 8. If other information on the identification is not consistent with readily accessible information that is on file with Illinois Eastern Community Colleges, such as a signature on a registration form or other document.
- 9. If a document appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

Suspicious Personal Identifying Information

- 10. If personal identifying information provided is inconsistent when compared against external information sources used by Illinois Eastern Community Colleges such as inconsistent birth dates or addresses.
- 11. If personal identifying information provided by the student is not consistent with other personal identifying information provided by the student. For example, there is a lack of correlation between the SSN range and the date of birth.
- 12. If personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by Illinois Eastern Community Colleges. For example;
 - a. The address on the document is the same as the address provided on a fraudulent document, or
 - b. The phone number on the document is the same as the number provided on a fraudulent document.
- 13. If personal identifying information provided is a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by Illinois Eastern Community Colleges. For example:
 - a. The address on the document is fictitious, a mail drop or a prison; or
 - b. The phone number is invalid or is a pass through to a pager or answering service.
- 14. If the SSN provided is the same as that submitted by other students.
- 15. If the address or telephone number provided is the same as or similar to the address or telephone number submitted by an unusually large number of other students.

- 16. If the student fails to provide all required personal identifying information on a document or in response to notification that the information is incomplete.
- 17. If personal identifying information provided is not consistent with personal identifying information that is on file with Illinois Eastern Community Colleges.
- 18. If Illinois Eastern Community Colleges uses challenge questions, the student cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

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

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

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

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

Detection and Response to Red Flags

Detection

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

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

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

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

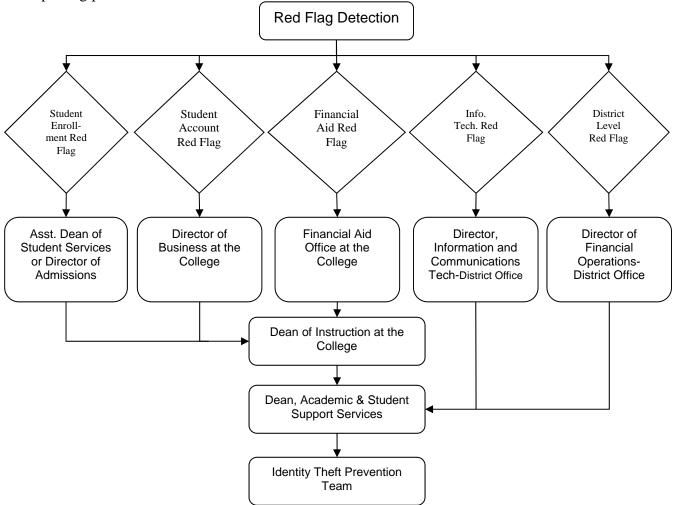
Response

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

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

Any employee who detects a Red Flag associated with student enrollment will notify the Assistant Dean of Student Services or the Director of Admissions. Employees who detect a Red Flag with a student account will notify the college's Director of Business or the Director of Financial Operations at the District Office. The Financial Aid Office shall be

notified if any Red Flag is detected within the financial aid area. Any Information Technology related Red Flag will be reported to the Director of Information and Communications Technology. All detections of Red Flags will be reported to the College Deans and the Dean of Academic and Student Support Services. The Identity Theft Prevention Team will review any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating identity theft. The flowchart below outlines this reporting process:



Identity Theft Prevention Team

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

Prevention and Protection of Student Identifying Information

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

- Ensure IECC website is secure or provide clear notice that the website is not secure;
- Ensure complete and secure destruction of paper documents and computer files containing student account information when a decision has been made to no longer maintain such information;
- Ensure office computers with access to student account information are password protected;
- Limit use of social security numbers;
- Ensure computer virus protection is up to date;
- Require and keep only student information that is necessary for college purposes; and
- Provide identity theft information on IECC's webpage in the Consumer Information/Student Right to Know section.
- Provide Release of Student Information Guidelines to new and current staff who work with student accounts, student records, financial aid or other personal identifiable information.

Program Administration

Program Oversight and Reports

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

<u>Training</u>

IECC staff with responsibilities in the areas of student accounts, student records, and financial aid will receive annual training as part of this prevention program. Training shall include detection and recognition of red flags, appropriate handling of notices, and action steps. Staff training shall be conducted for any other employees and all new employees for whom it is reasonably foreseeable may come into contact with student

accounts or personally identifiable information. To ensure maximum effectiveness, employees will continue to receive additional training as changes to the program are made.

Service Provider Arrangements

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

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

Program Updates

The Identity Theft Prevention Team will periodically review and update this program to reflect changes in risks to students and the soundness of IECC from identity theft. The program will be re-evaluated to determine whether all aspects are up to date and applicable in the current business environment. Red flags will be reviewed and may be revised, replaced, or eliminated as determined.

Program Status and Report as of March 2013

In February of 2013, the Identity Theft Prevention Team reviewed and updated the prevention program as necessary. No major updates were made to the current Identity Theft Prevention Program. The Team will continue to annually review the program and provide identity theft and red flag training annually with their assigned departments and areas. The Release of Student Information Guidelines were included as part of the identity theft training. Each Team member was assigned specific departments and committees to oversee the Identify Theft and Red Flag training. In 2012, training was completed in these areas between February 2012 and August 2012. There were no reports regarding the detection of any red flags in 2012.

Agenda Item #8B

Campus Emergency Plans

Agenda Item #8B

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE March 19, 2013

RE: Campus Emergency Plans

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

In March 2013, the colleges reviewed and updated their Campus Emergency Plans. Each of the campus emergency plans includes a National Incident Management System (NIMS) section in the Appendix. Minor updates relating to personnel changes, extension numbers, and to the section relating to severe weather were made to the plans.

As required by the Campus Security Enhancement Act, colleges must test emergency response and evaluation procedures annually. The colleges have completed or scheduled the following drills in 2013 to meet this requirement.

Frontier Community College	Great Central U.S. Shake Out Drill	2/7/13
Lincoln Trail College	Great Central U.S. Shake Out Drill	2/7/13
Olney Central College	Great Central U.S. Shake Out Drill	2/7/13
Wabash Valley College	Emergency Response Drill/Assessment	7/17/13

The Campus Emergency Plans were sent electronically to the Board.

I recommend the Board's acceptance of the Campus Emergency Plans.

TLB/rs

Agenda Item #8C

403(b) Plan Review

Agenda Item #8C

MEMORANDUM

TO:	Board of Trustees
FROM:	Roger Browning
DATE:	March 19, 2013
RE:	403(b) Plan Review

The Board of Trustees has a fiduciary responsibility to monitor the operation of the District's 403(b) plan. When the Board adopted the plan January 1, 2009, The Standard was chosen as custodian of the IRS approved 403(b) plan for the employees of the District.

The 403(b) plan has completed its fourth calendar year. The Standard has provided a Plan Review covering the period of January 2010 through December 31, 2012 for the Board's consideration. A copy of this report will be provided at the Board meeting.

At the end of calendar year 2012, the plan had assets of \$1,176,667. The District plan encourages diversification and automatic rebalancing. The average return on investment within the plan for calendar year 2012 was 12%. The plan currently has 97 active participants.

I ask for the Board's acceptance of The Standard's review of the IECC 403(b) Plan.

RB/cr

Agenda Item #8D

Affiliation Agreements

Southern Illinois Healthcare Foundation – Medical Office Assistant - OCC Sullivan Family Practice – Certified Medical Assistant - LTC Marshall Fire Protection – Certified Medical Assistant - LTC Dr. Rachel Winters – Certified Medical Assistant - LTC Crawford Memorial Hospital – Basic Nurse Assistant - LTC

Agenda Item #8D

MEMORANDUM

TO:	Board of Trustees
FROM:	Terry L. Bruce
DATE:	March 19, 2013

RE: Affiliation Agreements for Medical Office Assistant, Certified Medical Assistant and Basic Nurse Assistant

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

Southern Illinois Healthcare Foundation – Medical Office Assistant - OCC Sullivan Family Practice – Certified Medical Assistant - LTC Marshall Fire Protection – Certified Medical Assistant - LTC Dr. Rachel Winters – Certified Medical Assistant - LTC Crawford Memorial Hospital – Basic Nurse Assistant – LTC

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

TLB/rs

Attachment

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

AGENCY AGREEMENT

THIS AGREEMENT made and entered into this ______ day of _______, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: OLNEY CENTRAL COLLEGE for its Medical Office Assistant Program. (hereinafter referred to as OLNEY CENTRAL COLLEGE) and SOUTHERN ILLINOIS HEALTHCARE FOUNDATION (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available for medical office assistant internship training subject to the conditions and limitations contained herein.

 The arrangements for use of said facilities of the AGENCY will be made by the Coordinator of the Medical Office Assistant Program on behalf of OLNEY CENTRAL
 COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.

3. OLNEY CENTRAL COLLEGE Program Coordinator will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the OLNEY CENTRAL COLLEGE Program Coordinator. The Program Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

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

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

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

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

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

8. An annual review of the agreement may be made in December of each year, as requested by facility, if either party requests the review. If AGENCY wants to continue with

agreement, no action should be taken. If AGENCY wishes to review and modify AGREEMENT, contact should be made with OLNEY CENTRAL COLLEGE. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in OLNEY CENTRAL COLLEGE's Medical Office Assistant Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their experience needed for graduation at the AGENCY.

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

The students subject to this agreement are not agents or employees of the AGENCY.

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

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

OLNEY CENTRAL COLLEGE shall obtain and provide verification of a criminal background check as provided by Illinois law for health care workers for each Student and faculty member prior to that person's assignment at AGENCY. In the event adverse information is obtained from the criminal background check, OLNEY CENTRAL COLLEGE shall provide the information to Affiliate after obtaining an Authorization and Release from the Student or faculty member, as necessary. In the event such Authorization and Release are not given, the Student or faculty member shall be disqualified from participation at AGENCY. The results of the check must be satisfactory to AGENCY."

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

AGENCY

OLNEY CENTRAL COLLEGE

SOUTHERN ILLINOIS HEALTHCARE FOUNDATION

Olney, IL / Carbondale, IL

Chair, IECC Board of Trustees

President, Olney Central College

Administrator, Hospital or Agency

Dean, Olney Central College Internship Program Coordinator

Chief Executive Officer, Illinois Eastern Community Colleges

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

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this <u>13th</u> day of <u>May</u>, <u>2013</u>, 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>Sullivan Family Practice</u>, <u>Sullivan</u>, <u>IN</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.

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

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

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this <u>13</u> day of <u>May</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>Marshall Fire Protection, Marshall, 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.
- The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.

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

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

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this <u>13</u> day of <u>May</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>Dr. Rachel Winters, Lawrenceville, 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.

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

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

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 LINCOLN TRAIL COLLEGE BASIC NURSE ASSISTANT PROGRAM #NA-5

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and
between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN
TRAIL COLLEGE, for its Basic Nurse Assistant Program #NA-5 (hereinafter referred to
as LTC) and <u>Crawford Memorial Hospital Robinson</u>, IL (hereinafter
referred to as AGENCY). Agency City State

WITNESSETH THAT:

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

WHEREAS, the AGENCY has agreed to make its facilities available to the nursing assistant students and faculty 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 for observation and participation by the students and faculty of LTC'S Basic Nurse Assistant 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 Instruction on behalf of Lincoln Trail College and the Director of Nursing Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
- 3. LTC will be responsible for the teaching and guidance of the students in the clinical nursing assistant laboratory practice, and will be available to the nursing assistant students.

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

- 4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY, and the Nursing Assistant Faculty on behalf of LTC will be responsible for maintaining proper standards of nursing assistant care and safeguard of patients assigned to students. The AGENCY nursing personnel will retain full and final decisions for patient care assigned to nursing assistant students.
- 5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of LTC, and will comply with the policies of the health AGENCY.

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

Students who have physical or emotional disabilities which may negate success in nursing assistant practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in nursing assistant 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 for each participating student showing that said student fully complies with the health 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. LTC Nursing Assistant Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Assistant Faculty member of LTC participating in the program will arrange with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing Assistant Faculty member to any clinical area.
- 7. LTC will provide orientation for the educational program for the AGENCY staff.
- 8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
- 9. 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. Nursing Assistant Faculty and nursing assistant students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

- 10. The AGENCY will supply dressing rooms and space for storage of clothing not in use while students are practicing at the AGENCY, and conference room facilities for use of faculty and students.
- 11. A review of the agreement will be made annually. 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

Director of Nursing Services

Nursing Assistant Faculty Member

Administrator, Hospital or Agency

Dean of Instruction

College President

Chairman, Board of Trustees Illinois Eastern Community Colleges

Agenda Item #8E

Motorcycle Rider Safety Course Facility Usage Agreement SIU-Carbondale and FCC SIU-Carbondale and LTC SIU-Carbondale and OCC SIU-Carbondale and WVC

Agenda Item #8E

MEMORANDUM

TO:	Board of Trustees
FROM:	Terry L. Bruce
DATE:	March 19, 2013
RE:	Motorcycle Rider Safety Course Agreements with SIU-Carbondale and Frontier College – Lincoln Trail – Olney Central – Wabash Valley

Southern Illinois University Carbondale (SIU-C) has agreed to offer Motorcycle Rider Safety Courses at FCC – LTC – OCC - WVC. SIU-C has proposed continuation of the Motorcycle Training Facility Use Agreements for each college for the Board's consideration.

The proposed agreements set forth the requirements of SIUC and IECC but do not require the payment of funds by either party. The agreements deal extensively with insurance requirements of IECC and SIU-C.

The agreements may be terminated by either party with 30 days notice. The parties may renew these agreements by written mutual agreement.

I ask the Board's approval of these agreements for offering the Motorcycle Rider Safety course at FCC, LTC, OCC and WVC.

TLB/rs

Attachment

FACILITY USE AGREEMENT

This Agreement entered into this ___1st__ day of __April_____, 2013, between the Board of Trustees of Southern Illinois University ("University"), on behalf of the Safety Center located at Carbondale, Illinois and the Frontier Community College ("FCC") in Fairfield, Illinois.

WHEREAS, the University wishes to offer Motorcycle Rider Courses ("Courses") at FCC pursuant to the Motorcycle Rider Training Program;

WHEREAS, FCC owns property in Fairfield suitable for offering said courses. The parties mutually agree as follows:

- FCC will make property available to the University during various periods of time commencing after the date of this Agreement which times shall be specifically requested in writing by the University and approved by FCC, for offering the courses;
- 2. A. For the term of this Agreement, SIUC agrees to maintain the following types of insurance:

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

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

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

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

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

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

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

ii. Workers compensation insurance for all employees of FCC engaged in performing work or services under this agreement, as required by law. Employer liability for damages arising out of bodily injury, by accident or disease, including death at any time resulting there from, sustained by employees of **FCC** while engaged in performing work or services under this Agreement in an amount of no less than \$500,000.

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

3. In consideration of FCC providing property for the Courses, as set out above the

University agrees as follows:

A. To the extent permitted by law, the University shall indemnify and hold harmless

FCC, its agents and employees, from any claims, demands, or action arising out of the

negligent acts or omissions of the University, its agents or employees, during the term of

this Agreement. To the extent permitted by law, FCC shall indemnify and hold harmless

the **University**, its agents and employees, from any claims, demands, or action arising out of the negligent acts or omissions of FCC, its agents or employees, during the term of this Agreement.

B. This Agreement shall apply only to injuries or damage arising out of the Motorcycle Rider Training Program, for the specific dates on which the Course is held, during the term of this Agreement. If FCC is notified of any such alleged injury, FCC shall notify the University within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice. Notice shall be sent to Eddie E. Starkey, Safety Center, 1435 Douglas Drive, Southern Illinois University, Carbondale, Illinois 62901

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

5. This Agreement is governed by and construed in accordance with the laws of the State of Illinois.

6. This Agreement shall be in effect as of April 1, 2013, through the end of the approve course schedule for 2013, unless either party terminates this Agreement as set forth in Section 4 herein. The parties may renew this agreement by written mutual agreement.

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

BOARD OF TRUSTEES SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 FRONTIER COMMUNITY COLLEGE

By: _

Terry L BruceDateChief Executive OfficerIllinois Eastern Community Colleges

By: _____

Deborah Abell Date Director Purchasing Southern Illinois University Carbondale

FACILITY USE AGREEMENT

This Agreement entered into this ____1st__ day of __April_____, 2013, between the Board of Trustees of Southern Illinois University ("University"), on behalf of the Safety Center located at Carbondale, Illinois and the Lincoln Trail College ("LTC") in Robinson, Illinois.

WHEREAS, the University wishes to offer Motorcycle Rider Courses ("Courses") at

LTC pursuant to the Motorcycle Rider Training Program;

WHEREAS, LTC owns property in Robinson suitable for offering said courses. The

parties mutually agree as follows:

- LTC will make property available to the University during various periods of time commencing after the date of this Agreement which times shall be specifically requested in writing by the University and approved by LTC, for offering the courses;
- 2. A. For the term of this Agreement, SIUC agrees to maintain the following types of .

insurance:

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

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

iii. Workers' compensation and employer liability is provided through the State of Illinois Self-Insured Workers' Compensation Plan, providing statutory limits of coverage for all State employees; iv. Educator's professional liability coverage limited to \$1,000,000 per occurrence.

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

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

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

ii. Workers compensation insurance for all employees of LTC engaged in performing work or services under this agreement, as required by law. Employer liability for damages arising out of bodily injury, by accident or disease, including death at any time resulting there from, sustained by employees of LTC while engaged in performing work or services under this Agreement in an amount of no less than \$500,000.

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

3. In consideration of LTC providing property for the Courses, as set out above the

University agrees as follows:

A. To the extent permitted by law, the University shall indemnify and hold harmless

LTC, its agents and employees, from any claims, demands, or action arising out of the

negligent acts or omissions of the University, its agents or employees, during the term of

this Agreement. To the extent permitted by law, LTC shall indemnify and hold harmless

the University, its agents and employees, from any claims, demands, or action arising out

of the negligent acts or omissions of LTC, its agents or employees, during the term of this Agreement.

B. This Agreement shall apply only to injuries or damage arising out of the Motorcycle Rider Training Program, for the specific dates on which the Course is held, during the term of this Agreement. If LTC is notified of any such alleged injury, LTC shall notify the University within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice. Notice shall be sent to Eddie E. Starkey, Safety Center, 1435 Douglas Drive, Southern Illinois University, Carbondale, Illinois 62901

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

5. This Agreement is governed by and construed in accordance with the laws of the State of Illinois.

6. This Agreement shall be in effect as of April 1, 2013, through the end of the approve course schedule for 2013, unless either party terminates this Agreement as set forth in Section 4 herein. The parties may renew this agreement by written mutual agreement.

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

BOARD OF TRUSTEES SOUTHERN ILLINOIS UNIVERSITY

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 LINCOLN TRAIL COLLEGE

By:

Deborah Abell Date Director Purchasing Southern Illinois University Carbondale By:

Terry L BruceDateChief Executive OfficerIllinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into this _____1st__ day of __April_____, 2013, between the Board of Trustees of Southern Illinois University ("University"), on behalf of the Safety Center located at Carbondale, Illinois and the Olney Central College ("OCC") in Olney, Illinois.

WHEREAS, the University wishes to offer Motorcycle Rider Courses ("Courses") at OCC pursuant to the Motorcycle Rider Training Program;

WHEREAS, OCC owns property in Olney suitable for offering said courses. The parties mutually agree as follows:

- OCC will make property available to the University during various periods of time commencing after the date of this Agreement which times shall be specifically requested in writing by the University and approved by OCC, for offering the courses;
- 2. A. For the term of this Agreement, SIUC agrees to maintain the following types of insurance:

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

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

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

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

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

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

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

ii. Workers compensation insurance for all employees of OCC engaged in performing work or services under this agreement, as required by law. Employer liability for damages arising out of bodily injury, by accident or disease, including death at any time resulting there from, sustained by employees of OCC while engaged in performing work or services under this Agreement in an amount of no less than \$500,000.

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

3. In consideration of OCC providing property for the Courses, as set out above the

University agrees as follows:

A. To the extent permitted by law, the University shall indemnify and hold

harmless OCC, its agents and employees, from any claims, demands, or action arising out

of the negligent acts or omissions of the University, its agents or employees, during the

term of this Agreement. To the extent permitted by law, OCC shall indemnify and hold

harmless the University, its agents and employees, from any claims, demands, or action arising out of the negligent acts or omissions of OCC, its agents or employees, during the term of this Agreement.

B. This Agreement shall apply only to injuries or damage arising out of the Motorcycle Rider Training Program, for the specific dates on which the Course is held, during the term of this Agreement. If OCC is notified of any such alleged injury, OCC shall notify the University within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice. Notice shall be sent to Eddie E. Starkey, Safety Center, 1435 Douglas Drive, Southern Illinois University, Carbondale, Illinois 62901

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

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6. This Agreement shall be in effect as of April 1, 2013, through the end of the approved course schedule for 2013, unless either party terminates this Agreement as set forth in Section 4 herein. The parties may renew this agreement by written mutual agreement.

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

BOARD OF TRUSTEES SOUTHERN ILLINOIS UNIVERSITY

By: _

Debrah AbellDateDirectorPurchasingSouthern Illinois University Carbondale

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 OLNEY CENTRAL COLLEGE

By: _

Terry L BruceDateChief Executive OfficerIllinois Eastern Community Colleges

FACILITY USE AGREEMENT

This Agreement entered into this ___1st__ day of __April_____, 2013, between the Board of Trustees of Southern Illinois University ("University"), on behalf of the Safety Center located at Carbondale, Illinois and the Wabash Valley College ("WVC") in Mt Carmel, Illinois.

WHEREAS, the University wishes to offer Motorcycle Rider Courses ("Courses") at WVC pursuant to the Motorcycle Rider Training Program;

WHEREAS, WVC owns property in Mt Carmel suitable for offering said courses. The parties mutually agree as follows:

- WVC will make property available to the University during various periods of time commencing after the date of this Agreement which times shall be specifically requested in writing by the University and approved by WVC, for offering the courses;
- 2. A. For the term of this Agreement, SIUC agrees to maintain the following types of insurance:

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

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

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

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

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

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

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

ii. Workers compensation insurance for all employees of WVC engaged in performing work or services under this agreement, as required by law. Employer liability for damages arising out of bodily injury, by accident or disease, including death at any time resulting there from, sustained by employees of **WVC** while engaged in performing work or services under this Agreement in an amount of no less than \$500,000.

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

3. In consideration of WVC providing property for the Courses, as set out above the

University agrees as follows:

A. To the extent permitted by law, the University shall indemnify and hold harmless

WVC, its agents and employees, from any claims, demands, or action arising out of the

negligent acts or omissions of the University, its agents or employees, during the term of

this Agreement. To the extent permitted by law, WVC shall indemnify and hold

harmless the **University**, its agents and employees, from any claims, demands, or action arising out of the negligent acts or omissions of WVC, its agents or employees, during the term of this Agreement.

B. This Agreement shall apply only to injuries or damage arising out of the Motorcycle Rider Training Program, for the specific dates on which the Course is held, during the term of this Agreement. If WVC is notified of any such alleged injury, WVC shall notify the University within a reasonably prompt time, but no later than ten (10) days after receipt of actual notice. Notice shall be sent to Eddie E. Starkey, Safety Center, 1435 Douglas Drive, Southern Illinois University, Carbondale, Illinois 62901

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

5. This Agreement is governed by and construed in accordance with the laws of the State of Illinois.

6. This Agreement shall be in effect as of April 1, 2013, through the end of the approve course schedule for 2013, unless either party terminates this Agreement as set forth in Section 4 herein. The parties may renew this agreement by written mutual agreement.

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

BOARD OF TRUSTEES SOUTHERN ILLINOIS UNIVERSITY

By:

Deborah Abell Date Director Purchasing Southern Illinois University Carbondale

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 WABASH VALLEY COLLEGE

By: _

Terry L BruceDateChief Executive OfficerIllinois Eastern Community Colleges

Bid Committee Report

None

District Finance

A. Financial Report B. Approval of Financial Obligations

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

TREASURER'S REPORT February 28, 2013

FUND	BALANCE
Educational	\$3,636,516.38
Operations & Maintenance	\$834,354.50
Operations & Maintenance (Restricted)	\$2,543,742.31
Bond & Interest	\$362,561.38
Auxiliary	\$754,472.75
Restricted Purposes	(\$299,034.03)
Working Cash	\$199,770.96
Trust & Agency	\$381,479.40
Audit	(\$7,125.50)
Liability, Protection & Settlement	\$355,839.93
TOTAL ALL FUNDS	\$8,762,578.08
Respectfully submitted,	

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES Combined Balance Sheet - All Funds February 28, 2013

ALL FUNDS

	Fiscal
	Year
	2013
ASSETS:	
CASH	8,762,578
IMPREST FUND	21,900
CHECK CLEARING	12,500
INVESTMENTS	21,090,000
RECEIVABLES	3,316,639
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	624,458
OTHER ASSETS	466,102
TOTAL ASSETS AND OTHER DEBITS:	34,294,177
LIABILITIES: PAYROLL DEDUCTIONS PAYABLE ACCOUNTS PAYABLE	48,100 57,047
ACCRUED EXPENSES	
INTERFUND PAYABLES	_
DEFERRED REVENUE	_
OTHER LIABILITIES	1,027,418
TOTAL LIABILITIES:	1,132,565
	1,102,000
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	3,099,351
OTHER RESTRICTED	686,793
FUND BALANCES:	
FUND BALANCE	22,886,901
RESERVE FOR ENCUMBRANCES	6,488,567
TOTAL EQUITY AND OTHER CREDITS	33,161,612
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	34,294,177

ILLINOIS EASTERN COMMUNITY COLLEGES Combined Statement of Revenues, Expenses, and Changes in Net Assets As Of February 28, 2013

ALL FUNDS

ALL FUNDS	
	FY 2013
	YEAR-TO-DATE
REVENUES:	
LOCAL GOVT SOURCES	10,654,394
STATE GOVT SOURCES	1,573,649
STUDENT TUITION & FEES	12,840,954
SALES & SERVICE FEES	2,618,490
FACILITIES REVENUE	2,370
INVESTMENT REVENUE	105,626
OTHER REVENUES	120,868
TOTAL REVENUES:	27,916,351
EXPENDITURES:	
INSTRUCTION	8,002,051
ACADEMIC SUPPORT	288,045
STUDENT SERVICES	855,752
PUBLIC SERV/CONT ED	44,954
OPER & MAINT PLANT	1,983,372
INSTITUTIONAL SUPPORT	6,100,565
SCH/STUDENT GRNT/WAIVERS	5,276,023
AUXILIARY SERVICES	3,351,583
TOTAL EXPENDITURES:	25,902,345
TRANSFERS AMONG FUNDS:	
INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET	INCREASE/DECREASE	IN	NET	ASSETS	2,014,006

Illinois Eastern Community Colleges Operating Fund Analysis CASH BASIS July 1, 2012 -- February 28, 2013

REVENUES:	Education Fund	O & M Fund	Total Operating Funds
Local Government Sources	2,419,943	1,036,883	3,456,826
State Government Sources - Current Year	346,532	1,227,117	1,573,649
State Government Sources - Prior Year	5,320,158	-	5,320,158
Net Tuition and Fees	4,623,160	-	4,623,160
Sales & Service Fees	29,034	-	29,034
Facilities Revenue	-	1,530	1,530
Investment Revenue	51,682	11,145	62,827
Other Revenues	86,807	1,450	88,257
TOTAL REVENUES:	12,877,316	2,278,125	15,155,441
EXPENDITURES:			
Salaries	9,504,930	514,962	10,019,892
Employee Benefits	1,321,094	109,246	1,430,340
Contractual Services	343,087	206,911	549,998
Materials	874,875	156,780	1,031,655
Travel & Staff Development	175,965	2,931	178,896
Fixed Charges	118,720	41,909	160,629
Utilities	55,793	669,454	725,247
Capital Outlay	251,224	236,865	488,089
Other	83,593	45	83,638
TOTAL EXPENDITURES:	12,729,281	1,939,103	14,668,384
TRANSFERS : Interfund Transfers TOTAL TRANSFERS:	(1,153,635) (1,153,635)		(1,153,635) (1,153,635)
NET INCREASE/DECREASE IN NET ASSETS	(1,005,600)	339,022	(1,133,033)

OPERATING FUNDS COMPARISON REPORT FY11-13

		FIS Estimated	CAL YEAR 201 Spent Thru	1	FIS Estimated	CAL YEAR 2012 Spent Thru	2	FIS0 Estimated	CAL YEAR 2013 Spent Thru	3	
College	Category	Budget	February	% of Bdgt	Budget	February	% of Bdgt	Budget	February	% of Bdgt	% of Year
Frontier	Bills		\$ 1,186,460			\$ 1,270,363			\$ 1,352,941		
	Payroll		1,282,800			1,330,196			1,338,686		
	Totals	\$ 4,352,051	2,469,260	57%	\$ 4,378,358	2,600,559		\$ 4,312,683	2,691,627		67%
Lincoln Trail	Bills		1,069,397			1,345,987			1,347,660		
	Payroll		1,417,250			1,583,531			1,554,958		
	Totals	\$ 4,436,027	2,486,647	56%	\$ 4,566,700	2,929,518	64%	\$ 4,498,201	2,902,618	65%	67%
Olney Central	Bills		1,466,619			1,525,488			1,671,095		
	Payroll		3,019,930			3,169,385			3,159,987		
	Totals	\$ 7,257,531	4,486,549	62%	\$ 7,434,923	4,694,873	63%	\$ 7,396,633	4,831,082	65%	67%
Wabash Valley	Bills		1,624,348			1,766,091			1,932,035		
	Payroll		1,904,141			2,004,274			1,949,722		
	Totals	\$ 5,907,806	3,528,489	60%	\$ 6,115,012	3,770,365	62%	\$ 6,083,520	3,881,757	64%	67%
Workforce Educ.	Bills		1,889,851			2,141,665			2,130,372		
	Payroll		919,628			928,929			881,257		
	Totals	\$ 4,731,642	2,809,479	59%	\$ 5,377,687	3,070,594	57%	\$ 5,297,022	3,011,629	57%	67%
District Office	Bills		153,825			155,644			185,976		
	Payroll		523,051			567,769			587,809		
	Totals	\$ 1,168,424	676,876	58%	\$ 1,285,431	723,413	56%	\$ 1,266,150	773,785	61%	67%
District Wide	Bills		922,891			1,058,640			1,276,426		
	Payroll		456,734			518,916			547,473		
	Totals	\$ 2,538,417	1,379,625	54%	\$ 3,519,446	1,577,556	45%	\$ 3,329,156	1,823,899	55%	67%
GRAND TOTALS		\$30,391,898	\$ 17,836,925	59%	\$32,677,557	\$ 19,366,878	59%	\$32,183,365	\$19,916,397	62%	67%

ILLINOIS EASTERN COMMUNITY COLLEGES Operating Funds Expense Report February 28, 2013

					Increase
	FY 20)13	FY 20	12	(Decrease)
		% of		% of	
	Amount	Total	Amount	Total	
Salaries	10,019,892	50.31%	10,103,000	52.17%	(83,108)
Employee Benefits	1,430,341	7.18%	1,379,816	7.12%	50,525
Contractual Services	549,998	2.76%	379,712	1.96%	170,286
Materials	1,031,655	5.18%	1,138,054	5.88%	(106,399)
Travel & Staff Development	178,896	0.90%	144,842	0.75%	34,054
Fixed Charges	160,629	0.81%	343,745	1.77%	(183,116)
Utilities	725,247	3.64%	709,445	3.66%	15,802
Capital Outlay	488,089	2.45%	59,544	0.31%	428,545
Other	5,331,650	26.77%	5,108,720	26.38%	222,930
	19,916,397	100.00%	19,366,878	100.00%	549,519

Chief Executive Officer's Report

Executive Session

Approval of Executive Session Minutes

A. Written Executive Session MinutesB. Audio Executive Session Minutes

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: March 14, 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., and 400.3. will be mailed under separate cover.

INDEX

- 400.1. Employment of Personnel400.2. Retirement Ratification
- 400.3. Resignation Ratification

PERSONNEL REPORT

400.1. Employment of Personnel

A. Classified

1. Marla Graham, Office Assistant, TRiO Upward Bound, DO/LTC, effective April 1, 2013

400.2. Retirement Ratification

A. Professional/Non-Faculty

 Cora Weger, Director, TRiO Student Advantage Network, DO/LTC, effective June 1, 2013

B. Faculty

1. Phil Edmondson, WED Faculty, approved March 8, 2013

400.3. Resignation Ratification

A. Faculty

1. Susan Stover, Early Childhood Education Instructor, effective May 10, 2013

Litigation

Other Items

Adjournment

Locally Funded, CDB, & PHS Projects Projects Schedule										
	Funding Source	Estimated Budget								
FY 2012 Capital Renewal @ LTC & WVC	CDB	\$397,900								
OCC - Collision Repair Tech Center	CDB	\$1,500,000								
HVAC Replacement	PHS	\$477,400								
Security Camera Surveillance	PHS	\$200,900		•						
ADA Compliance	PHS	\$227,000								
Lighting Replacement	PHS	\$158,200								
Asbestos Abatement	PHS	\$150,700								
Roof Replacement	PHS	\$1,202,900								
Window Replacement	PHS	\$62,300								
Energy Savings Lighting	PHS	\$106,600								
Flooring Replacement	PHS	\$107,200								
Solarium & Floor Replacement - OCC	PHS	\$112,500								
GRAND TOTAL		\$4,703,600	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

2/28/2013