

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**May 17, 2011**



**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**

**May 17, 2011  
7:00 p.m.  
Olney Central College**

1. Call to Order & Roll Call ..... Chairman Fischer
2. Disposition of Minutes ..... CEO Bruce
3. Recognition of Visitors and Guests ..... Bruce
  - A. Visitors and Guests
  - B. IECEA Representative
4. Recognition of Service to the Board – Walter Koertge
5. Public Comment
6. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
  - Coal Mining Technology/Telecom
7. Policy First Reading (and Possible Approval) ..... Bruce
  - A. Transfer Educational Guarantee - Student Personnel 500.18
8. Policy Second Reading ..... Bruce
  - A. None
9. Staff Recommendations for Approval
  - A. FY2012 Insurance Renewals ..... Browning
  - B. Joint Agreement with John A. Logan College ..... Cantwell
  - C. Joint Agreement with Kaskaskia College ..... Cantwell
  - D. Memorandum of Agreement between IECC and SIU-C ..... Cantwell
  - E. Student Satisfaction Survey ..... Schwartz
  - F. Diesel Technology Program Fee Increase ..... Bruce
  - G. Tax Abatement for Expansion of Robinson Enterprise Zone ..... Bruce
  - H. Affiliation Agreements between IECC and
    - Associate Degree Nursing – Evansville State Hospital
    - Associate Degree Nursing – St. Mary’s Medical Center, Evansville, IN
    - Basic Nurse Assistant (FCC) – Meadowood, Grayville
    - Medical Office Assistant (OCC) – Chelsea L. Page, DC, Fairfield
    - Medical Office Assistant (OCC) – Greencastle Physical Therapy, Greencastle, IN

Health Information Management (LTC) – Ridgeview Care Center, Oblong  
 Pharmacy Technician (LTC) – St. Anthony’s Memorial Hospital, Effingham  
 Pharmacy Technician (LTC) – The Medicine Shoppe, Newton  
 Pharmacy Technician (LTC) – Bertram’s Pharmacy, Robinson  
 Pharmacy Technician (LTC) – Lovins Pharmacy, Grayville  
 Pharmacy Technician (LTC) – CVS, Mt. Carmel  
 Pharmacy Technician (LTC) – CVS, Vincennes, IN  
 Pharmacy Technician (LTC) – Sarah Bush Lincoln Health Center, Mattoon

- 10. Bid Committee Report..... Bruce
  - Olney Central College
    - 1. Used 2008 or Newer Vehicle
  - International
    - 1. Used 2009 or Newer Mini-Van
- 11. District Finance
  - A. Financial Report ..... Browning
  - B. Approval of Financial Obligations ..... Browning
- 12. Chief Executive Officer’s Report ..... Bruce
- 13. Executive Session ..... Bruce
- 14. Approval of Executive Session Minutes
  - A. Written Executive Session Minutes..... Bruce
  - B. Audio Executive Session Minutes ..... Bruce
- 15. Approval of Personnel Report ..... Bruce
- 16. Collective Bargaining ..... Bruce
- 17. Litigation ..... Bruce
- 18. Acquisition and Disposition of Property ..... Bruce
- 19. Other Items
- 20. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, April 19, 2011.

**AGENDA #1 – “Call to Order & Roll Call”** – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed the Secretary to call the roll.

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

John D. Brooks, Michael K. Correll, Brenda K. Culver, G. Andrew Fischer, William C. Hudson “Jr.,” Marilyn J. Wolfe. Trustees absent: Walter L. Koertge. (The student trustee-elect had not yet been seated at this roll call.) There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.  
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.  
Christine Cantwell, Associate Dean of Academic & Student Support Services.  
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

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held Tuesday, March 15, 2011 were presented for disposition.

**Board Action to Approve Minutes:** Trustee William Hudson made a motion to approve minutes of the foregoing meeting as prepared. Trustee Marilyn Wolfe 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 – “Resolution of Results of April 5, 2011 Election”** – Trustee Brenda Culver introduced the following Resolution Declaring Election Results of the April 5, 2011 Election and declaring that Gary Carter and Brenda K. Culver were duly elected to serve full terms as trustees:

**RESOLUTION DECLARING ELECTION RESULTS**

The Board of Trustees of Illinois Eastern Community Colleges District #529 hereby states that:

WHEREAS on April 5, 2011, an election was held for the purpose of electing two members to the Board of Trustees in the counties or portions of counties within Illinois Eastern Community College District #529, namely the counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne, and White, and;

WHEREAS Alice Mullinax, Richland County Clerk and Recorder, is the Election Authority for Illinois Eastern Community College District #529, and has certified the official ballot for the office of trustee and candidates for that office and;

WHEREAS Alice Mullinax, will certify the official election results and will provide a tabulation of the votes cast in the various counties and precincts within Illinois Eastern Community College District #529 at the election held on April 5, and;

WHEREAS Alice Mullinax, in her tabulation of votes cast will include all available valid and counted election day ballots, absentee ballots, early voting ballots, grace period ballots, and provisional ballots, and;

WHEREAS Alice Mullinax will certify that the following votes were tabulated:

|                      |       |      |
|----------------------|-------|------|
| Gary Carter          | 6,720 |      |
| Walter L. Koertge    | 3,910 |      |
| Brenda K. Culver     | 5,144 |      |
| William D. Sandiford | 4,818 | and; |

WHEREAS Alice Mullinax will certify that Gary Carter and Brenda K. Culver were elected as trustees to serve a full term and;

WHEREAS the Board of Trustees of Community College District #529 takes notice that due to election laws, there can be no official certification of election results until 14 days following the election or April 19, 2011 and that, Alice Mullinax is unable to officially certify the results before April 19, 2011 and that the official certification of votes has not yet occurred, the Board finds that the unofficial results as provided indicate the actual individuals elected to the Board of Trustees and;

THEREFORE the Board of Trustees of Community College District #529 hereby accepts the unofficial results of the April 5, 2011 election as provided by Alice Mullinax, Richland County Clerk and Recorder, and Election Authority, and further declares that Gary Carter and Brenda K. Culver were duly elected to serve full terms as trustees.

**Board Action to Correct Vote Totals:** Trustee Brenda Culver made a motion to direct the Secretary correct the foregoing resolution on its face to reflect the correct total votes for each candidate. 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.

**Board Action:** Trustee Brenda Culver made a motion to adopt the foregoing resolution proclaiming results of the April 5, 2011 election. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Walter Koertge. (The student trustee-elect had not yet been seated at this roll call.) The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #4 – "Adjournment of Board – Sine Die"** – There being no further business to be transacted by the old Board, Trustee John Brooks made a motion that the old Board of Trustees stand adjourned sine die. 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, the motion is adopted and the old Board of Trustees stands adjourned sine die.

**CEO Assumes Chair:** Terry L. Bruce, Chief Executive Officer, assumed the Chair for purposes of organization of the new Board of Trustees.

**AGENDA #5 – "Organization of New Board"** – The Board of Trustees organized as follows:

**#5-A. Appointment of Temporary Secretary:** Without objection, the Chair appointed Harry Hillis, Jr. to act as Temporary Secretary during organization of the new Board.

**#5-B. Oath of Office and Seating of Trustees Elected April 5, 2011:** The oath of office was administered to Trustees Gary Carter and Brenda K. Culver and they were duly seated, after subscribing to the following oath or affirmation:

*"I do solemnly swear (affirm) that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of Trustee, Illinois Eastern Community College District #529, to the best of my ability."*

**#5-B (1). Oath of Office and Seating of Student Trustee:** Miranda Steinman, a student at Lincoln Trail College, was introduced as the newly-elected Student Trustee, having been elected by the students at Lincoln Trail College to serve for a term of one year. The oath of office was administered to Student Trustee Miranda Steinman and she was duly seated, after subscribing to the following oath or affirmation:

*"I do solemnly swear (affirm) that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of Student Trustee, Illinois Eastern Community College District #529, to the best of my ability."*

**#5-C. Roll Call:** The Chair directed roll call of the new Board. 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 Miranda Steinman, 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.

**#5-D. Election of Chairman:** The Chair asked for nominations for Chairman. Trustee Brenda Culver nominated G. Andrew Fischer to be Chairman of the Board of Trustees until the next reorganization meeting. The Chair asked if there were additional nominations. There being none, Trustee William Hudson made a motion to close nominations and elect G. Andrew Fischer Chairman by acclamation. 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.

**#5-E. Election of Vice-Chairman:** The Chair asked for nominations for Vice-Chairman. Trustee Brenda Culver nominated Marilyn J. Wolfe to be Vice-Chairman of the Board of Trustees until the next reorganization meeting. The Chair asked if there were additional nominations. There being none, Trustee William Hudson made a motion to close nominations and elect Marilyn J. Wolfe Vice-Chairman by acclamation. 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.

**#5-F. Election of Secretary:** The Chair asked for nominations for Secretary. Trustee Marilyn Wolfe nominated Harry Hillis, Jr. to be Secretary of the Board of Trustees until the next reorganization meeting. The Chair asked if there were additional nominations. There being none, Trustee Gary Carter made a motion to close nominations and elect Harry Hillis, Jr. Board Secretary by acclamation. 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.

**#5-G. Appointment of Ethics Officer:** Trustee G. Andrew Fischer nominated Harry Hillis, Jr., Board Secretary, to be appointed as Ethics Officer for the Board, and for the District, pursuant to statute. He shall serve until his successor is appointed and qualified. The Chair asked if there were additional nominations. There being none, Trustee Marilyn Wolfe made a motion to close nominations and appoint Harry Hillis, Jr. Ethics Officer for the Board and for the District by acclamation. 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.

**G. Andrew Fischer Assumes Chair:** Chairman G. Andrew Fischer assumed the Chair.

**#5-H. Resolution for Adoption of Rules, Regulations, Policies and Actions of Prior Boards:** The CEO recommended adoption of the following resolution.

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529, State of Illinois, that all rules, regulations, policies, and actions of prior Boards of Trustees of this community college district are hereby adopted in full, including any changes and revisions.

Procedures: The Board agrees to follow past practices and procedures. The Secretary shall rotate the order of calling upon Board members to cast votes on each roll call vote. Explanation of votes is not allowed during the taking of a roll call vote. *Roberts Rules of Order* will be followed for general procedural guidelines, but will not be adopted. When voice votes are taken, any trustee may ask for a roll call vote on that issue.

**Board Action:** Trustee Brenda Culver made a motion to adopt the foregoing Resolution for Adoption of Rules, Regulations, Policies and Actions of Prior Boards 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.

**#5-I. Resolution for Time and Place of Board Meetings:** The CEO recommended adoption of the following resolution for Time and Place of Board Meetings.

Resolved, that the Board of Trustees regular monthly meetings shall be held as follows during the calendar year 2011:

Tuesday, May 17, 2011, 7 p.m., Olney Central College  
Tuesday, June 21, 2011, 7 p.m., Wabash Valley College  
Tuesday, July 19, 2011, 7 p.m., Frontier Community College  
Tuesday, August 16, 2011, 7 p.m., Lincoln Trail College  
Tuesday, September 20, 2011, 7 p.m., Olney Central College



Tuesday, October 18, 2011, 7 p.m., Wabash Valley College  
Tuesday, November 15, 2011, 7 p.m., Frontier Community College  
Tuesday, December 13, 2011, 7 p.m., Lincoln Trail College

**Board Action:** Trustee Marilyn Wolfe made a motion to approve the foregoing Resolution for Time and Place of Board Meetings as recommended. Student Trustee Miranda Steinman 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 #6 – “Recognition of Visitors & Guests” –**

**#6-A. Visitors & Guests:** Visitors & guests present were recognized, including several staff members.

**6-B. IECEA Representative:** None.

**6-C. Special Presentation:** A special presentation was given on activities in the Student Advantage Network program. Four students raised funds for the GED program. Two students in the program to develop leadership qualities told what they have learned through the TRiO SAN program.

**AGENDA #7 – “Public Comment” –** None.

**AGENDA #8 – “Reports” –**

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

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

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

**AGENDA #9 – “Policy First Readings (and Possible Approval)” –**

**#9-A. Suspension Policy (HR 400.10):** Later in this Board meeting, the Board will consider the adoption of the District’s Violence Prevention Plan, which includes the requirement of the filing of a “Behavioral Incident Report”. This change will require an alteration of the Board’s policy concerning suspension of employees and that change is incorporated in this new suspension policy. In addition, the existing suspension policy is clarified to make certain that “contracted services” shall mean “duties” and that suspension can be “with or without pay,” as is current policy. The CEO recommended approval of the following revised Suspension Policy HR 400.10.

## HUMAN RESOURCES-400

### **Suspension (400.10)**

Date Adopted: February 18, 1997

Date Revised: April 19, 2011

Any full-time employee may be temporarily suspended by the Chief Executive Officer/Chief Operating Officer for incompetency, physical or mental incapacity, unsatisfactory performance of ~~contracted services~~ duties, insubordination, misconduct, or for any other reason which in the opinion of the Chief Executive Officer/Chief Operating Officer is not becoming to any employee of the College District, or which indicates he/she is not qualified to perform his/her duties. Information gathered in the Behavioral Incident Report in connection with the District's Violence Prevention Plan may also be considered in determining appropriate suspension actions. The suspension, with or without pay, shall be for such time as may be necessary for investigation.

**Board Action:** Trustee Michael Correll made a motion that second reading be waived and that the revised Suspension Policy 400.10 be approved 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.

**AGENDA #10 – “Policy Second Readings”** – None.

**AGENDA #11 – “Staff Recommendations for Approval”** – The following staff recommendations were presented for approval.

**#11-A. Violence Prevention Plan:** Chris Cantwell reviewed the IECC Violence Prevention Plan. In accordance with the Campus Security Enhancement Act of 2008, IECC has developed a Violence Prevention Plan which outlines the multi-disciplinary and multi-jurisdictional violence prevention strategies, including the formation and implementation of a Threat Assessment and Behavioral Intervention Team (TABIT) with representatives from each college and the District Office. The plan provides guidelines that specifically address IECC's position on the prevention, reduction, and management of violence. Focus of the plan is prevention.

The Cabinet will oversee and implement the Violence Prevention Plan. In the event that a violent act (assault, battery, weapons in the building, disturbances) is in the process of being committed, the colleges' Campus Emergency Plans provide a protocol for response. The Violence Prevention Plan will be available to all IECC employees on the Intranet and the Campus Emergency Plans will be available on each college website and on the Intranet. The CEO recommended approval.

**Board Action:** Trustee William Hudson made a motion to approve the IECC Violence Prevention Plan 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.

**#11-B. CTE Enhancement Plan FY2012-2016:** The CFO reviewed a proposed five-year Career and Technical Enhancement Plan. IECC is committed to high academic standards for career and technical education that sustains and advances excellence in teaching and learning. This Career and Technical Education (CTE) Enhancement Plan is a tool to be utilized to enable IECC to achieve this commitment. The administration has developed an equipment purchase program for FY2012 - 2016, in which the District will commit \$600,000 in expenditures each year. The funds will be used to improve the quality and scope of current career and technical education programs and provide funding for the development of future career and technical education program needs. After a review of needs, specific expenditures over \$10,000 would need to be bid and approved by the Board of Trustees. The CEO recommended approval.

**Board Action:** Trustee John Brooks made a motion to approve the five-year CTE 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.

**#11-C. Activity Fee Allocations:** Annually, the Board adopts the allocation of student activity fees at three of the colleges. The following allocations are recommended for FY2012. There are no changes from last year's allocations. The table indicates the allocation percent of student fees collected to each account in the auxiliary fund.

|                      | <u>LTC</u> | <u>OCC</u> | <u>WVC</u> |
|----------------------|------------|------------|------------|
| Alumni Association   | 0%         | 0%         | 0%         |
| Athletics            | 30%        | 30%        | 30%        |
| Cheerleaders         | 3%         | 0%         | 5%         |
| College Union        | 7%         | 0%         | 20%        |
| Student Testing      | 3%         | 4%         | 0%         |
| Intramurals          | 0%         | 0%         | 0%         |
| Parking Maintenance  | 0%         | 9%         | 0%         |
| Publications         | 10%        | 0%         | 0%         |
| Soc. Cul. Act. Team  | 0%         | 8%         | 0%         |
| Special Events       | 3%         | 0%         | 3%         |
| Student Senate       | 15%        | 10%        | 12%        |
| Special Projects     | 7%         | 0%         | 16%        |
| Natatorium           | 0%         | 0%         | 0%         |
| Student Handbook     | 0%         | 3%         | 0%         |
| Model United Nations | 0%         | 0%         | 0%         |
| Child Care           | 0%         | 19%        | 0%         |
| Food Services        | 12%        | 17%        | 14%        |
| Sports Facility      | 10%        | 0%         | 0%         |

**Board Action:** Trustee John Brooks made a motion to approve the FY2012 Activity Fee Allocations 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.

**#11-D. Bid Schedule:** The Chief Finance Officer presented the recommended Bid Schedule for FY2012, listing the dates requisitions/specifications are due in the CFO's office, date bids are due from vendors, date recommendations are due in the CFO's office, Board meeting dates, and dates purchase orders are to be mailed. Adopting an annual Bid Schedule allows the District to plan, consolidate, and effectively manage the purchase of needed items. Rather than purchasing these items intermittently throughout the year, it is more efficient and the District receives better pricing if items are grouped and bid together and purchased at designated times. The CEO recommended approval.

**Board Action:** Trustee William Hudson made a motion to approve the Bid Schedule for fiscal year 2012 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.

**#11-E. Phase IX Carryover Funds, Project Application:** The Board of Trustees issued \$3.675 million in Protection Health Safety (PHS) bonds in December 2007. Projects were submitted for bids and the Board approved the projects. Seventeen projects have been completed with PHS funds within the last three years. The approved projects were completed under projected costs. The District now has PHS funds remaining and available for one additional project at all colleges. The Presidents have recommended that these remaining funds be used to provide digital and IP surveillance systems, cameras, and cabling. This project application will be submitted to the Illinois Community College Board. If approved by the ICCB, the District will then bid, award and complete the projects. The project application for surveillance systems is attached, showing a project budget of \$144,000. The CEO recommended approval of the Capital Project Application as presented.

**Board Action:** Trustee John Brooks made a motion to approve the Capital Project Application Form for the foregoing project 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.

**#11-F. Phase IX Carryover Funds, Resolution:** The following resolution is a required attachment for the foregoing Phase IX PHS Capital Project Application. The CEO recommended approval of the Resolution to Approve the PHS Construction Project, in order that

it may be submitted to the Illinois Community College Board along with the Capital Project Application Form.

### **Resolution to Approve PHS Construction Project**

WHEREAS, pursuant to the provisions of the statutes of the State of Illinois, Community College District No. 529 (Hereinafter referred to as IECC) is authorized to complete necessary projects dealing with the safety of students, employees, or visitors; and,

WHEREAS, there is a need for security surveillance at all colleges within Illinois Eastern Community College District No. 529; and

WHEREAS, Section 3-20.3-01 of the Public Community College Act authorizes the Board of Trustees, by proper resolution which specifically identifies the projects, to sell protection health and safety bonds, not to exceed 4.5 million dollars, for safety measures and levy a tax sufficient to retire said outstanding bond issue over a period of years; and

WHEREAS, the project recommended is: District Wide – Security Surveillance Systems: Total estimated cost including fees and contingency is \$144,000; and

WHEREAS, the Board certifies this project also meets the requirements of 805/3-20.3.01 of the Public Community College Act and is a necessary project for safety at each college and not a routine maintenance project.

NOW, be it resolved by the Board of Trustees of Community College District 529 as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The physical facilities described in the project set forth above require alterations or repair and are necessary to improve safety for the students, employees, or visitors of IECC colleges.
3. There are not sufficient funds available in the Operations & Maintenance Fund of IECC to complete the project set forth above.
4. The cost of the project above, as determined in the certified estimate of a licensed architect, is not less than \$25,000.
5. Properly completed application forms shall be completed and forwarded to the Illinois Community College Board for approval of the above referenced project.

**Board Action:** Trustee William Hudson made a motion to adopt the foregoing Resolution to Approve PHS Construction Project 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.

**#11-G. Nursing Articulation Guide IECC and EIU:** The District has an agreement which allows IECC nursing students to transfer easily into the BS Nursing Program at Eastern Illinois University (EIU). Since the agreement was signed there have been substantial changes in nursing licensure requirements. To accommodate these changes, courses will have to be changed to meet the new requirements. In addition, the agreement sets forth application deadlines, requirements for submission of electronic writing portfolios, requirements for upper division classes, requirement of a foreign language and a grade of C or better in specified

English classes. The CEO recommended approval of the updated Nursing Articulation Agreement between IECC and EIU.

**Board Action:** Trustee Marilyn Wolfe made a motion to approve the updated Nursing Articulation Agreement between IECC and EIU 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.

**#11-H. Technology Plan:** Alex Cline reviewed the district's five-year Technology Plan. The plan reviews technology projects for fiscal year 2011 and outlines current and future technological needs. Goal of the plan is to improve technological services for faculty, staff and students within the projected budget over the next five years.

The Technology Plan for FY2012 through FY2016, as developed by the Technology Committee, establishes a blueprint that sets forth IECC's Information Technology vision, its strategic directions, and the action plans for supporting the academic experience of students and strengthening the educational mission of faculty and staff. The plan is grouped into the categories of administrative systems, networking infrastructure, telecommunications, software, and other technology resources.

The Information Technology Systems Fact Sheets sets forth progress on: the Banner administrative software system, the network and servers, the online systems, the telephone system, the IECC alert program, the Help Desk, and other applications. The Fact Sheet also sets forth a complete review of computer and printer totals district-wide.

Banner is the integrated suite of applications used to support the business functions of the district. There are a total of 243,733 students in the system with historical data back to 1974. The Banner system data is stored in a central Oracle database running on an HP 9000 server located at the District Office.

The district's data network supports a multitude of applications including Banner, email, online services, Internet access, etc. Online applications include the internal and external web pages, portal system, online learning management system, eportfolio system and online credit card payment system.

The IECC web site contains over 5,000 web pages and provides valuable information about the district and the colleges.

The IECC district has 278 printers, 1,350 desktop computers and 294 notebook computers, four public labs, 30 classroom labs, and 105 classrooms with computers and projectors.

The plan from 2012-2016 contemplates a consistent expenditure of \$600,000 in each of the fiscal years of 2012-2013 and \$540,000 for fiscal years 2014-2016 for a total anticipated expenditure of \$2,820,000.

The CEO recommended approval.

**Board Action:** Trustee Marilyn Wolfe made a motion to approve the five-year Technology 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.

**#11-I. Ameren CIPS Appraisal Request:** The taxing bodies that receive real estate tax collections from Jasper County through its assessment of the Ameren CIPS power plant located near Newton have historically agreed to share the cost of the appraisal and any legal fees for assessment of the Ameren property. Ameren is alleging that the value of the property has been decreased because of a lessening in the production of electricity.

The taxing bodies normally share the cost of the appraisal based upon the taxing bodies' percent of total collection of taxes. The share for IECC is approximately 7.5%. Although the estimated cost for the review of an appraisal done by Ameren is estimated to cost \$4,500.00 and \$7,000.00, the cost of this review to the District therefore could be \$337.50 to \$525.00. Depending upon the extent of litigation of the upcoming appraisal, the expenditures could go to \$100,000.00, although such a total is very unlikely. A meeting is scheduled for April 29, 2011 to resolve the differences between Ameren and the taxing bodies.

The CEO recommended that the Board continue the District's agreement with the taxing bodies to pay the District's percentage share of costs of assessment and litigation of the Ameren CIPS facility located near Newton.

**Board Action:** Trustee Gary Carter made a motion to continue the District's agreement with the taxing bodies to pay the District's percentage share of costs of assessment and litigation of the Ameren CIPS facility 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.

**#11-J. Student Handbook for Medical Office Assistant/Medical Coding Associate Program:** The Medical Office Assistant/Medical Coding Program has expanded and continues to offer quality education to those interested in developing a Medical Office Assistant Degree or a Medical Coding Associate Certificate. Because of the testing requirements, certification guidelines and minimum admission requirements, the faculty in these programs felt it necessary to develop a handbook. The handbook covers background checks and fingerprinting, requirements of certification, testing and application fee information, certificate outcomes and objectives, course sequencing, standards for academic honesty, attendance rules, the need for confidentiality, the requirements of drug free schools and communities act and professional behaviors. This new handbook is effective Summer Term 2011. The CEO recommended approval for the new Medical Office Assistant and Medical Coding Associate Handbook.

**Board Action:** Trustee Brenda Culver made a motion to approve the new Medical Office Assistant and Medical Coding Associate Handbook 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.

**#11-K. Revisions to Student Handbook for Radiography Program:** The Radiography Program Handbook has been in effect several years and needs to be revised to reflect changes in the program. These changes include the definition of participation in professional development activities, change cell phone policy to technology policy, replaced a grievance procedure with a complaint policy, updated the learning resource center section, defined examination and quizzes and grades pertaining thereto, defined written assignments, rewrote policy on attendance, added sections currently in the clinical guide, revised the dismissal requirements, and inserted specific policies that are emphasized by National standards. All of these changes are to become effective Summer Term 2011. The CEO recommended approval of revisions to the Radiography Handbook as outlined.

**Board Action:** Trustee Brenda Culver made a motion to approve revisions to the Radiography Handbook as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. 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.

**#11-L. Revisions to Student Handbook for Nursing Program:** Several revisions to the Nursing Student Handbook have been proposed, to be effective with the Fall Semester 2011. The changes include updated standards of professional conduct reflected in changes in the current Illinois Nurse Practice Act Rules and Regulations, an approved definition of assignments and when assignments are late, a new testing policy, a new drug dosage calculation policy, a revised dress code, an updated health status requirement, a revised program cost sheet, and new information on the learning resource center. The CEO recommended approval of the revisions to the Nursing Student Handbook as outlined.

**Board Action:** Trustee William Hudson made a motion to approve revisions to the Nursing Student Handbook as recommended. Student Trustee Miranda Steinman 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.

**#11-M. Affiliation Agreements:** IECC wishes to enter into 20 affiliation agreements dealing with the Basic Nurse Assistant, Health Information Management, Pharmacy Technician, and Medical Assistant programs. These affiliation agreements are the standard affiliation agreements utilized for the District for these programs. The CEO recommended approval of affiliation agreements with the following businesses and institutions:

Basic Nurse Assistant (WVC) – United Methodist Village - Lawrenceville  
Health Information Management (LTC) – Sikorski Chiropractic Clinic - Robinson



Health Information Management (LTC) – Crawford Memorial Hospital - Robinson  
Pharmacy Technician (LTC) – Harmon’s Drug Store - Oblong  
Pharmacy Technician (LTC) – Medicine Shoppe – Marshall  
Pharmacy Technician (LTC) – Scott Drug - Bridgeport  
Pharmacy Technician (LTC) – CVS – Lawrenceville  
Pharmacy Technician (LTC) – CVS - Olney  
Pharmacy Technician (LTC) – Crawford Memorial Hospital – Robinson  
Medical Assistant (LTC) – Dr. Rachel Winters – Lawrenceville  
Medical Assistant (LTC) – Union Hospital – Terre Haute  
Medical Assistant (LTC) – UAP Clinic AP & S – Terre Haute  
Medical Assistant (LTC) – Sullivan Family Practice – Sullivan  
Medical Assistant (LTC) - Richland Memorial Hospital – Olney  
Medical Assistant (LTC) – Lathrop Foot and Ankle Comfort – Robinson  
Medical Assistant (LTC) – Jasper County Health Department – Newton  
Medical Assistant (LTC) – Clay County Health Medical Clinic – Flora  
Medical Assistant (LTC) – Crawford Memorial Hospital – Robinson  
Medical Assistant (LTC) – Acute Medical Care – Robinson  
Medical Assistant (LTC) – Dr. David Rotman - Robinson

**Board Action:** Trustee Brenda Culver made a motion to approve the foregoing affiliation agreements as recommended. Student Trustee Miranda Steinman 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 #12 – “Bid Committee Report”** – The Bid Committee presented the following recommendations:

**A. IECC**

1. Uninterruptible Power Supply

The Bid Committee recommended acceptance of the low bid received from D & B Power Associates, Inc., St. Charles, Illinois, for \$17,854.00 and the optional on-site startup assembly 7 x 24 for \$1,326.00.

Source of Funds: Technology Plan.  
Department: Information Technology.

**B. International**

1. Used 2009 or Newer Mini-Van

The Bid Committee recommended rejection of all bids. The low bid received did not meet the quality requirements of District vehicles.

**C. Olney Central College**

1. Used 2008 or Newer 15-Passenger Van

The Bid Committee recommended acceptance of the bid received that meets all specifications, from Eagleson Automotive Center, Olney, Illinois, for a 2010 Chevy Express with 10,100 miles, for a total of \$24,825.00.

Source of Funds: Education Fund.

Department: Faculty/Staff.

*Recommendation:* The CEO recommended approval of the foregoing recommendations of the Bid Committee as outlined.

**Board Action:** Student Trustee Miranda Steinman made a motion to accept the foregoing recommendations of the Bid Committee as outlined. 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 #13 – “District Finance”** – The following district financial matters were presented:

**#13-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report showing the balance in all funds as of March 31, 2011. The treasurer presented an update on state grants receivable in the Education Fund. The State of Illinois currently owes the IECC District \$4,623,626.

**#13-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for April 2011, totaling \$770,820.02, 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 April 2011, in the amounts listed, and payments from the revolving fund for March 2011. 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 #14 – “Chief Executive Officer's Report”** – CEO Terry L. Bruce Presented an informational report on the following topics:

1. Donation to LTC Telecommunications Program: Ron and Connie Waldrop have donated a large amount of valuable cable to the LTC Telecommunications Program.

2. GI Bill Benefits Costs for Student Veterans: There have been no problems with the GI Bill Benefits Program in the IECC District.

3. Hershey Assessment Complaint for 2010 Tax Year: Hershey Company's tax assessment has been reduced to \$1,500,000.

4. Lobby Days: Community College Lobby Days in Springfield will be May 3 & 4, 2011.

5. Trustee Attendance at Commencement: Trustee attendance at the various college commencement exercises was discussed.

6. Enrollment: Down 8% district-wide from this same time one year ago.

**AGENDA #15 – “Executive Session”** – The Board of Trustees did not hold an executive session at this meeting.

**AGENDA #16 – “Approval of Executive Session Minutes”** – The Board of Trustees did not hold an executive session at the regular meeting, Tuesday, March 15, 2011.

**AGENDA #17 – “Approval of Personnel Report”** – The CEO presented the following amended Personnel Report and recommended approval.

#### **400.1. Employment of Personnel**

##### A. Professional/Non-Faculty

1. Roselene Quick, Director of Academic Advising and Recruitment, LTC, effective April 21, 2011.

##### B. Faculty

1. Reno Bemont, Welding Instructor, effective August 16, 2011.

##### C. Classified

1. Molly Hardiman, International Student Liaison, DO(LTC), effective July 1, 2011.

#### **400.2. Change In Status**

##### A. Administrative

1. Kathy Harris, Interim Dean of Instruction to Dean of Instruction, effective April 20, 2011.

##### B. Faculty

1. Kristi Urfer, Interim Dean of Instruction to Accounting Instructor, effective May 14, 2011.

2. John Kendall, Temporary Accounting Instructor to Accounting Instructor, effective May 14, 2011.

3. Mark Doerries, Temporary Vocal Music Instructor to Vocal Music Instructor, effective May 14, 2011.

### **400.3. Special Assignment**

#### A. Faculty

1. Kristi Urfer, Director of Online Learning, effective May 14, 2011, \$10,000 per fiscal year plus 6 hours release time each academic year.

### **400.4. Request for Approval of Proposed Non-College Employment**

#### A. Faculty

Steve Hnetkovsky, Self-Contract Labor, Albion, IL, approximate time per academic year, 36 days per year.

### **400.5. Approval of 6-month Unpaid Leave of Absence**

1. Dawn Ferguson, Office Assistant at LTC. Ms. Ferguson has been on unpaid FMLA leave, intermittently, since January 31, 2011. An updated FMLA certification form from her physician states she needs to be off work for the next six months. Since FMLA leave is only for 12 weeks, it is requested that her unpaid leave of absence be approved through September 2, 2011 for personal reasons.

### **400.6. Retirements**

#### A. Faculty

1. John (Mike) Nutter, Workforce Education Instructor, effective May 1, 2011.
2. Gary Adams, Chemistry Instructor, effective May 30, 2011.

### **Personnel Report Addendum**

### **400.7. Employment of Personnel**

#### A. Professional/Non-Faculty

1. Michael Sullivan, Director of Outreach SBDC Center, Mattoon, contingent upon continued grant funding and approval by the Small Business Administration.

**#17-A. Board Action to Amend Personnel Report:** Trustee John Brooks made a motion to amend the Personnel Report, to add an addendum containing Section 400.7 as recommended. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared that the "Ayes" have it and the motion carried.

**#17-B. Board Action to Approve Amended Personnel Report:** Trustee William Hudson made a motion to approve the foregoing amended Personnel Report 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.

**AGENDA #18 – “Collective Bargaining”** – None.

**AGENDA #19 – “Litigation”** – The CEO presented an update on pending litigation matters.

**AGENDA #20 – “Acquisition & Disposition of Property”** – None.

**AGENDA #21– “Other Items”** – None.

**AGENDA #22 – “Adjournment”** – Trustee William Hudson made a motion to adjourn. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 9:00 p.m.

Approved:      Chairman: \_\_\_\_\_

Secretary: \_\_\_\_\_

**Agenda Item #1**

**Call to Order and Roll Call**

**Agenda Item #2**

**Disposition of Minutes**

**Agenda Item #3**

**Recognition of Visitors and Guests**

**A. Visitors and Guests**

**B. IECEA Representatives**



**Agenda Item #4**

**Recognition of Board Member – Walter Koertge**

**Agenda Item #5**

**Public Comment**

**Agenda Item #6**

**Reports**

**A. Trustees**

**B. Presidents**

**C. Cabinet**

**Coal Mining Technology/Telecom**

**Agenda Item #7**

**Policy First Reading (and Possible Approval)**

**Transfer Educational Guarantee – Student Personnel 500.18**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: May 17, 2011  
RE: Transfer Degree Educational Guarantee 500.18

In April of 1994, the Board of Trustees implemented a guarantee which stated that for designated degrees, IECC would guarantee the transferability of its credit courses to public senior Illinois colleges and universities. Currently included in the guarantee are the District's three transfer degrees, namely the Associate in Arts Degree, the Associate in Science Degree and the Associate of Science and Arts Degree.

With the approval of the Illinois College Board (ICCB) and the Illinois Board of Higher Education (IBHE) of the new Associate in Engineering Science Degree, the District administration is requesting that the Board add this new transfer degree to the existing Educational Guarantee.

It was very good news when this new degree was approved. Associate Dean Chris Cantwell worked diligently on providing the necessary material to the agencies involved, and faculty member Rob Mason (OCC) was the leader in providing the needed course work analysis required to get approval.

In the years since the guarantee was adopted, the District has never had to pay out tuition to a student whose course work did not transfer as required. I am certain that this new Associate in Engineering Science Degree will continue the District's fine tradition in providing high quality education and course work that transfers to senior Illinois Colleges and Universities.

I ask the Board's approval of adding the Associate in Engineering Science Degree to the District's existing Transfer Degree Educational Guarantee.

TLB/rs

Attachment

**Transfer Degree Educational Guarantee (500.18)**

Date Adopted: April 19, 1994

Revised: October 20, 2009

Revised: May 17, 2011

Illinois Eastern Community Colleges, hereinafter referred to as "IECC," as an expression of confidence in the faculty and staff and as a commitment to its students, shall guarantee to the public the educational effectiveness of its transfer programs of instruction.

IECC shall guarantee the transferability of pre-baccalaureate/university-parallel credit courses to public senior Illinois colleges and universities for each student who completes the Associate in Arts degree, Associate in Engineering Science degree, Associate in Science degree, or Associate of Science and Arts degree. If such Illinois Community College Board-approved courses and credits do not fully transfer for lower division level (freshmen/sophomore) credit, IECC shall refund to the degree completion student the tuition actually paid by the student for the non-transferring credits or, at the student's option, offer additional IECC coursework at no cost to the student, subject to the following criteria:

1. the application for a refund or additional coursework must be submitted within one (1) calendar year of graduation with an Associate in Arts degree, Associate in Science degree, or an Associate of Science and Arts degree from IECC;
2. the course must have been completed with a grade of "C" or better;
3. the tuition refund will be based upon the tuition actually paid by the student at the time of enrollment;
4. the student must have met with an authorized IECC advisor, declared a major, identified the public Illinois transfer college or university prior to taking courses, and taken only those IECC courses approved in writing by the IECC advisor. Unapproved courses and courses taken for personal interest are not guaranteed;
5. the student must have transferred to the declared college or university in the State of Illinois within one (1) year of having graduated from IECC with an Associate in Arts, an Associate in Engineering Science degree, an Associate in Science degree, or an Associate of Science and Arts degree; and,
6. the student must submit a claim within sixty (60) days of being notified by the transfer institution that a course had been refused for credit stating **reasons** for the refusal offered by the institution, and include the **name, position, address, and telephone number** of the person notifying the student of the refusal, and include copies of all correspondence or documentation provided by the transfer institution.

The college will first attempt to resolve the issue with the transfer institution. If favorable resolution is not achieved within ninety (90) days, the reimbursement of tuition or additional IECC coursework will be authorized. Furthermore, the sole recourse available to participants enrolled pursuant to this guarantee shall be limited to an amount equal to the course tuition at the time of enrollment or enrollment in coursework equal in credit hours to unacceptable credit hour courses, not to exceed a total of fifteen (15) credit hours, with no recourse for damages, court costs, or any associated costs of any kind or right to appeal beyond those specified by Illinois Eastern Community Colleges. This guarantee is given in lieu of any other guarantee expressed or implied.

**Agenda Item #8**

**Policy Second Reading**

**None**

**Agenda Item #9**

**Staff Recommendations for Approval**



**Agenda Item #9A**

**FY2012 Insurance Renewals**

MEMORANDUM

TO: Board of Trustees  
FROM: Roger Browning  
DATE: May 17, 2011  
RE: FY2012 Insurance Renewals

The District's property, general liability, errors and omissions, broadcast, umbrella, automobile, and other insurances as listed on the spread sheet which follows, is provided by Indiana Insurance and its successor agency, Wells Fargo. For several years, the Board has placed the insurance needs of the District out for bids on an approximate three year cycle. The District's current carrier has indicated that it will continue to provide coverage for FY2012 at a 4% increase from the District's existing \$277,086.00 premium which would increase to \$288,698.00 or \$11,612.00. I anticipate that the District will seek bids in January 2012 to obtain pricing for FY2013.

The carrier for our Medical Professional liability insurance has proposed a premium increase of \$1,500.00 from its existing \$12,724.00 to a proposed premium of \$14,224.00. Although there is an increase in the premium, the rates have not increased. The costs are increased because the District is insuring 90 more students due to an increase in CNA offerings.

Workers Compensation premiums will increase 16% from the existing \$165,618.00 to a proposed premium of \$192,316.00 due to large amounts paid out on two open claims.

Because the Student Athletic insurance was proposed to increase by a substantial amount, Chief Financial Officer Roger Browning sought quotes for this coverage and received 8 additional quotes beyond the current carrier for athletic insurance and First Agency was the lowest quote. The quotes of all the companies are shown below and range from a low of \$114,510.00 offered by First Agency to a high of \$166,594.00.

I recommend that the Board accept the renewal rates as presented on the following tables.

TLB/rs

Attachments

**ILLINOIS EASTERN COMMUNITY COLLEGES  
INSURANCE COVERAGE RENEWAL**

| <b>Coverage</b>              | <b>Agent/Company</b>                | <b>Expiring Premium<br/>2010-2011</b> | <b>Renewal Premium<br/>2011-2012</b> | <b>Dollar<br/>Difference</b> | <b>Percent<br/>Increase/<br/>Decrease</b> |
|------------------------------|-------------------------------------|---------------------------------------|--------------------------------------|------------------------------|-------------------------------------------|
| Property                     | Wells Fargo/Indiana Insurance       |                                       |                                      |                              |                                           |
| Inland Marine                | Wells Fargo/Indiana Insurance       |                                       |                                      |                              |                                           |
| Boiler & Machinery           | Wells Fargo/Indiana Insurance       |                                       |                                      |                              |                                           |
| Crime                        | Wells Fargo/Indiana Insurance       |                                       |                                      |                              |                                           |
| General Liability            | Wells Fargo/Indiana Insurance       |                                       |                                      |                              |                                           |
| School Board E & O Liability | Wells Fargo/Indiana Insurance       |                                       |                                      |                              |                                           |
| Garage Liability             | Wells Fargo/Indiana Insurance       |                                       |                                      |                              |                                           |
| Sexual Misconduct            | Wells Fargo/Indiana Insurance       |                                       |                                      |                              |                                           |
| Mine Subsidence              | Wells Fargo/Indiana Insurance       |                                       |                                      |                              |                                           |
| Terrorism                    | Wells Fargo/Indiana Insurance       |                                       |                                      |                              |                                           |
| TOTAL for above coverage:    |                                     | 173,723                               | 180,969                              | 7,246                        | 4%                                        |
| Broadcast Liability          | Wells Fargo/Axis                    | 2,492                                 | 2,592                                | 100                          | 4%                                        |
| Umbrella                     | Wells Fargo/Indiana Insurance       | 28,221                                | 28,576                               | 355                          | 1%                                        |
| Automobile                   | Wells Fargo/Indiana Insurance       | 61,152                                | 64,957                               | 3,805                        | 6%                                        |
| Cyber Liability              | Wells Fargo/Axis-Media Professional | 7,648                                 | 7,954                                | 306                          | 4%                                        |
| Fiduciary                    | Wells Fargo/Federal Insurance       | 1,200                                 | 1,200                                | 0                            | 0%                                        |
| Foreign Liability            | Wells Fargo/Great Northern          | 2,650                                 | 2,450                                | -200                         | -8%                                       |
| <b>TOTALS</b>                |                                     | <b>\$277,086</b>                      | <b>\$288,698</b>                     | <b>\$11,612</b>              | <b>4%</b>                                 |

|                                |                                |        |        |       |     |
|--------------------------------|--------------------------------|--------|--------|-------|-----|
| Medical Professional Liability | Marsh Affinity Seabury & Smith | 12,724 | 14,224 | 1,500 | 12% |
|--------------------------------|--------------------------------|--------|--------|-------|-----|

|                       |                               |         |         |        |     |
|-----------------------|-------------------------------|---------|---------|--------|-----|
| Workers' Compensation | Wells Fargo/Indiana Insurance | 165,618 | 192,316 | 26,698 | 16% |
|-----------------------|-------------------------------|---------|---------|--------|-----|

|                                  |                              |        |         |        |     |
|----------------------------------|------------------------------|--------|---------|--------|-----|
| Student Athletic/Intercollegiate | FirstAgency/Guaranteed Trust | 99,126 | 114,510 | 15,384 | 16% |
| Student Intramural               | FirstAgency/Guaranteed Trust | 2,700  | 2,700   | 0      | 0%  |
| Student Athletic Catastrophic    | FirstAgency/Mutual of Omaha  | 12,234 | 13,458  | 1,224  | 10% |

5/4/2011

**ATHLETIC INSURANCE QUOTES FOR 2011/2012 SCHOOL YEAR**

|                    | <u>Intercollegiate Coverage</u><br>Premium |
|--------------------|--------------------------------------------|
| <b>Company</b>     |                                            |
| First Agency       | 114,510                                    |
| United States Fire | 114,667                                    |
| Berkley            | 131,516                                    |
| Mutual of Omaha    | 132,956                                    |
| Axis               | 147,250                                    |
| Markel             | 150,259                                    |
| Aetna              | 153,678                                    |
| Starr Indemnity    | 163,898                                    |
| Markel             | 166,954                                    |

**Agenda Item #9B**

**Joint Agreement with John A. Logan College**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: May 17, 2011  
RE: Joint Agreement with John A. Logan College

Attached is the Joint Agreement between Illinois Eastern and John A. Logan College. Changes and updates to this agreement are:

IECC

|        |                                  |                        |
|--------|----------------------------------|------------------------|
| Added: | Agricultural Technology/Business | AAS Degree             |
|        | Alternative Fuels                | Certificate            |
|        | Gunsmithing                      | AAS Degree/Certificate |
|        | Professional Ag Applicator       | Certificate            |
|        | Turf and Landscape Design        | Certificate            |

John A. Logan

|          |                                       |                        |
|----------|---------------------------------------|------------------------|
| Removed: | Architectural Technology              | AAS Degree             |
|          | Educational Interpreting Professional | AAS Degree/Certificate |
|          | Tourism Management                    | AAS Degree             |

I request Board approval of the joint agreement with John A. Logan College.

TLB/rs

Attachment

***A Joint Agreement for Educational Cooperation Between  
John A. Logan College, District #530 and  
Illinois Eastern Community Colleges, District #529***

This agreement effective Fall semester, 2011 entered into between the Board of Trustees of the above listed community colleges, for the expressed purpose of providing additional educational programs to the students of each district involved in this agreement.

***Purpose***

It is the desire of the districts entering into this agreement to expand educational services to the greatest number of students. The parties believe this agreement should be one of the means of implementing the Board of Higher Education's State of Illinois Master Plan - Phase IV in accomplishing a viable method of cooperation between the parties involved in the agreement.

***I. Instructional Identification***

For the purpose of this agreement, the college district sending the students to another college will be referred to as the "sending district" and the college receiving students from another district will be referred to as the "receiving district."

***II. Educational Programs***

Any educational program offered by and between the parties to this agreement shall be approved by the Illinois Community College Board and the Board of Higher Education.

**John A. Logan College, District #530**, agrees to accept students from **Illinois Eastern Community Colleges, District #529**, in the following programs:

| Name of Program                     | Degree                 |
|-------------------------------------|------------------------|
| ASL/Deaf Studies                    | AAS Degree/Certificate |
| Cardiac Medical Sonography          | Advanced Certificate   |
| Construction Management Technology  | AAS Degree             |
| Dental Assisting                    | Certificate            |
| Dental Hygiene                      | AAS Degree             |
| Interpreter Preparation             | AAS Degree             |
| Residential Construction Management | AAS Degree             |

All mutually approved interactive courses in the distance learning program. All Department of Corrections training courses.  
The sending college may assist the receiving college in locating suitable training

stations and clinical facilities within the confines of the sending college's district for the purpose of providing laboratory and clinical instruction by the receiving college for the convenience of the sending college's students enrolled in any of the programs covered by this agreement.

**Illinois Eastern Community Colleges, District #529**, agrees to accept students from **John A. Logan College, District #530**, in the following programs:

| Name of Program                    | Degree                 |
|------------------------------------|------------------------|
| Agricultural Technology/Business   | AAS Degree             |
| Agricultural Technology/Production | AAS Degree             |
| Alternative Fuels                  | Certificate            |
| Diesel Equipment Technology        | AAS Degree             |
| Gunsmithing                        | AAS Degree/Certificate |
| Horticulture                       | AAS Degree/Certificate |
| Industrial Quality Management      | AAS Degree/Certificate |
| Professional Ag Applicator         | Certificate            |
| Radio-TV Broadcasting              | AAS Degree             |
| Telecommunications Technology      | AAS Degree/Certificate |
| Turf and Landscape Design          | Certificate            |

All mutually approved interactive courses in the distance learning program. All Department of Corrections training courses.

### ***III. Student Enrollment and Responsibility***

The cooperating institutions allow enrollment in programs included in this agreement on the same basis as enrollment for in-district students. Students wishing to participate in these programs/courses should be encouraged to enroll as soon as they can to ensure their admission to the program of their choice.

Students wishing to pursue a program contained in this agreement may enroll in the college offering the program. The student will pay tuition, fees and any other charges applicable to the district's students. The students from the sending district will assume the same responsibilities and comply with the same rules and regulations as in-district students of the receiving district.

Students shall be responsible and liable for their own transportation to and from the sending and receiving district.

### ***IV. Receiving District's Responsibility***



The receiving district shall provide access to its Learning Resources Center and other instructional resources, and provide counseling-guidance, placement, follow-up, and other services that will facilitate the learning process for students from the sending district equal to those provided for any other student on its campus.

The receiving district will maintain the official records which include the student's transcript, grades and other related records. The receiving college will award any certificate or degree earned by the student.

## **V. *Finance***

The receiving district shall claim credit hours or other state and federal reimbursement normally received for students of its district for any program contained in this agreement, but will receive no equalization for these students. The sending district will pay no chargeback to the receiving college for any program contained in this agreement, but will receive equalization for these students.

If a student from the sending district enrolls in a program listed in this agreement and subsequently changes his/her program to pursue a degree or certificate in a program not included, this agreement shall cease to be in effect concerning that student.

Procedurally, students who wish to enroll at the receiving district in one of the programs herein identified will secure from their sending district a letter designating them as eligible to participate in the specific program covered by this cooperative agreement. The letter will either be sent directly to the receiving district or given to the student.

## **VI. *Publicity and Catalog***

The sending college will list the educational programs of the receiving college, which are included in this agreement, in its catalog and other informational brochures.

## **VII. *Amendments to Agreements***

This agreement will be reviewed annually or at any time by mutual written consent of the participating colleges. Such amendments and/or revisions shall be prepared in the form of an addendum agreement.

## **VIII. *Termination***

This agreement may be terminated at any time by the participating colleges. In the event of such termination, students who have entered the educational programs covered by this agreement shall be allowed to complete said programs.

The following responsible college representatives commit the aforementioned agencies to this joint agreement.

***John A. Logan College  
District #530***

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President Date

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Chairman, Board of Trustees Date

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Secretary, Board of Trustees Date

***Illinois Eastern Community Colleges  
District #529***

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Chief Executive Officer Date

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Chairman, Board of Trustees Date

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Secretary, Board of Trustees Date

**Agenda Item #9C**

**Joint Agreement with Kaskaskia College**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: May 17, 2011  
RE: Joint Agreement with Kaskaskia College

Attached is the Joint Agreement between Illinois Eastern Community Colleges and Kaskaskia College. Changes to this agreement from last year's is:

Kaskaskia College:  
Removed  
Horticulture                      AAS/Certificate

I request Board approval of the joint agreement with Kaskaskia College.

TLB/rs

Attachment

**JOINT AGREEMENT PROGRAM WITH KASKASKIA COLLEGE  
District #501  
and  
ILLINOIS EASTERN COMMUNITY COLLEGES  
District #529**

**Illinois Eastern Community College District #529**, agrees to accept students from **KASKASKIA COLLEGE, District #501**, in the following programs:

|                               |                 |
|-------------------------------|-----------------|
| Advanced Manufacturing        | AAS             |
| Biofuels                      | Certificate     |
| Coal Mining Technology        | AAS/Certificate |
| Diesel Equipment Technology   | AAS             |
| Pharmacy Technician           | Certificate     |
| Radio-TV Broadcasting         | AAS             |
| Telecommunications Technology | AAS/Certificate |

**Kaskaskia College, District #501**, agrees to accept students from **ILLINOIS EASTERN COMMUNITY COLLEGES, District #529**, (Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College), in the following programs:

|                                |             |
|--------------------------------|-------------|
| Dental Assisting               | Certificate |
| Diagnostic Medical Sonography  | Certificate |
| Nail Technology                | Certificate |
| Network Security               | Certificate |
| Occupational Therapy Assistant | AAS         |
| Personal Fitness Trainer       | Certificate |
| Physical Therapist Assistant   | AAS         |
| Respiratory Therapy            | AAS         |
| Veterinary Tech                | AAS         |

## COOPERATIVE AGREEMENT

The Joint Agreement between Kaskaskia College and Illinois Eastern Community College is hereby extended for a one-year period beginning July 1, 2011.

### **Kaskaskia College**

\_\_\_\_\_  
Chairman of the Board of Trustees

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### **Illinois Eastern Community Colleges**

\_\_\_\_\_  
Chairman of the Board of Trustees

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Agenda Item #9D**

**Memorandum of Agreement between IECC and SIU-C**

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: May 17. 2-11

RE: Memorandum of Agreement between IECC and Southern Illinois University  
Carbondale

The following Memorandum of Agreement between IECC and Southern Illinois University Carbondale is an agreement which includes offering concurrent enrollment and baccalaureate completion degrees to qualified IECC students.

Through this agreement SIUC will be able to offer upper division or graduate courses and baccalaureate degree completion programs for students of the IECC service area as determined and approved by IECC and SIUC. The agreement also provides a concurrent enrollment agreement which would increase the efficiency and certainty of students obtaining a baccalaureate degree as well as facilitate the transition of students from Illinois Eastern Community Colleges to Southern Illinois University Carbondale.

I ask the Board's approval of this Memorandum of Agreement between IECC and Southern Illinois University Carbondale.

TLB/rs

Attachment



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

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

**WITNESSETH:**

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

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

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

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

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

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

- I. TERM This Agreement shall be in effect as of the Effective Date stated hereinabove and shall automatically renew each year for a period of up to five (5) years, unless and until either party terminates this Agreement by sending written notification of such termination to the other party no less than sixty (60) days prior to the end of the semester in effect at the time. Termination shall be effected at the end of that period, provided no student currently enrolled is deprived of the opportunity to complete course requirements due to this action. Notwithstanding the aforementioned, this Agreement shall be subject to review every year.
- II. SIUC DUTIES

SIUC SHALL BE RESPONSIBLE FOR THE FOLLOWING TERMS AND CONDITIONS:

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

program requirements will be provided by the academic college offering the courses/programs.

- I. Obtain all permission and approvals necessary to teach these courses in the State of Illinois.
- J. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
- K. Permit students to enroll concurrently at SIUC and IECC to complete a degree or certificate program.

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

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

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

A. STUDENT RECORDS

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

B. ASSIGNMENT

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

C. LIABILITY/INDEMNIFICATION

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

D. INSURANCE

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

A. Worker's Compensation and Occupational Diseases

Illinois Statutory Limits (or statutory limits in state of domicile)

Employer's Liability                      \$ 500,000 per occurrence

B. Commercial General Liability                      \$ 1,000,000 per occurrence

General Aggregate                      \$ 3,000,000

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

E. SEVERABILITY

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

F. COMPLIANCE WITH LAW

In providing services hereunder, all parties agree to comply with all applicable laws and governmental rules and regulations. All parties acknowledge that they are not expected or authorized to take any action in the name of or on behalf of the other which would violate any such laws, rules, or regulations. Further, SIUC and IECC agree that all financial settlements, reports, and billings rendered will be in reasonable detail, and will accurately reflect the facts about all activities and transactions hereunder.

G. WAIVER

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

H. EQUAL OPPORTUNITY

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

I. PRIOR AGREEMENTS OR UNDERSTANDINGS

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

J. NOTICE

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

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

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

K. NON-EXCLUSIVITY

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

L. TERMINATION

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

M. AUTHORITY TO BIND

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

N. GOVERNING LAW

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

O. ENTIRE AGREEMENT

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

**{Signatures on Following Page:}**

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

**BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY**

**BOARD OF TRUSTEES  
ILLINOIS EASTERN  
COMMUNITY COLLEGES**

BY: \_\_\_\_\_  
Rita Cheng, Chancellor  
Southern Illinois University Carbondale

BY: \_\_\_\_\_  
G. Andrew Fischer  
Illinois Eastern Community Colleges

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

DATE: \_\_\_\_\_

**Agenda Item #9E**

**Student Satisfaction Survey**



**Agenda Item #9E**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: May 17, 2011  
RE: 2011 Spring Student Satisfaction Surveys

The Office of Institutional Development conducts a Student Satisfaction Survey each Spring semester. The 2011 survey was conducted online from January 18-March 18. 471 students completed the survey including student from: Frontier 93; Lincoln Trail, 107; Olney Central,118; and Wabash Valley,153.

Of the students completing the survey: First year students, 172; Second year, 167; Returning students, 68; Other, 64; Transfer, 150; Career/Technical, 214; Dual Credit,17; and Other, 82. 381 were full time students and 86 were part time students.

Survey questions included areas in Communications, Building and Grounds Maintenance, Advisement Services, Registration Services, Financial Aid Services, Learning Resource Centers, Technology Services, Instructional Classroom Services, and recommending the college to others. Results included:

96% were satisfied with Advisement Services.  
98% were satisfied with Registration Services.  
85% were satisfied with Learning Resource Center's availability, and resources available.

96% felt the building and grounds were maintained in a clean and attractive manner.

93% were satisfied with Entrata.  
72% were satisfied with the Help Desk services and 25% reported non applicable.  
93% were satisfied with Angel.

95% were satisfied with overall quality of instruction.  
90% felt the instruction was academically challenging.  
97% were satisfied with classroom size.  
91% were satisfied with courses available at the times they want or needed them.  
95% believe they are treated with respect as an individual.  
58% would definitely recommend to others and 33% probably would recommend.

Areas of concern:

39% were either not confident or unsure their courses would transfer to a four year degree.  
25% rated communication between the colleges as "great". 52% responded "OK", but the number for "great" needs be increased.  
34% were not aware of student organizations available at their campus.

Communication and customer service are two important goals of the mission and values of our colleges and the District overall. There is always room for improvement to make sure each student feels they are heard and treated in a respectful manner while assisting them to obtain their educational goals.

Individual college responses were very close to the overall district responses. The results of the survey are shared with various district wide committees as well as college committees to work on improving any area that needs attention. In addition the results of the survey are used by Students First assessment groups as they complete their goals and objectives for 2011.

I ask the Board's acceptance of this Student Satisfaction Survey. An overview of the survey follows.

TLB/rs

Attachment

# Student Satisfaction Survey 2011

## Results Overview



Date: 3/18/2011 6:53 AM PST

Responses: Completes

Filter: No filter applied

### GENERAL:

#### 1. What is your primary college of attendance?

|                            |  |     |      |
|----------------------------|--|-----|------|
| Frontier Community College |  | 93  | 20%  |
| Lincoln Trail College      |  | 107 | 23%  |
| Olney Central College      |  | 118 | 25%  |
| Wabash Valley College      |  | 153 | 32%  |
| Total                      |  | 471 | 100% |

#### 3. My Student Status is:

|                                   |  |     |      |
|-----------------------------------|--|-----|------|
| First Year                        |  | 172 | 37%  |
| Second Year                       |  | 167 | 35%  |
| Returned to College After Absence |  | 68  | 14%  |
| Other                             |  | 64  | 14%  |
| Total                             |  | 471 | 100% |

#### 5. Are you a Transfer or Career/Technical Student?



|                  |  |     |      |
|------------------|--|-----|------|
| Transfer         |  | 150 | 32%  |
| Career/Technical |  | 214 | 46%  |
| Dual Credit      |  | 17  | 4%   |
| Other            |  | 82  | 18%  |
| Total            |  | 463 | 100% |

#### 7. Do you use the college catalog?

|     |  |     |     |
|-----|--|-----|-----|
| Yes |  | 224 | 48% |
| No  |  | 244 | 52% |

|       |     |      |
|-------|-----|------|
| Total | 468 | 100% |
|-------|-----|------|



**8.** If yes, how do you access the document?

|              |                                                                                   |     |      |
|--------------|-----------------------------------------------------------------------------------|-----|------|
| Printed Copy |  | 118 | 50%  |
| Online/Web   |  | 118 | 50%  |
| CD           |                                                                                   | 0   | 0%   |
| Total        |                                                                                   | 236 | 100% |

**9.** When do you attend class?

|                               |                                                                                   |     |      |
|-------------------------------|-----------------------------------------------------------------------------------|-----|------|
| Day classes                   |  | 188 | 40%  |
| Evening classes               |  | 11  | 2%   |
| Day & Evening classes         |  | 126 | 27%  |
| Online                        |  | 30  | 6%   |
| Online & face to face classes |  | 114 | 24%  |
| Total                         |                                                                                   | 469 | 100% |



**11.** What is your enrollment status right now?

|                                  |                                                                                     |     |      |
|----------------------------------|-------------------------------------------------------------------------------------|-----|------|
| Full-time (12 credits or more)   |  | 381 | 82%  |
| Part-time (less than 12 credits) |  | 86  | 18%  |
| Total                            |                                                                                     | 467 | 100% |

**12.** How would you rate communication between the four IECC colleges?

|       |                                                                                     |     |      |
|-------|-------------------------------------------------------------------------------------|-----|------|
| Great |  | 116 | 25%  |
| Ok    |  | 245 | 52%  |
| Poor  |  | 40  | 9%   |
| N/A   |  | 69  | 15%  |
| Total |                                                                                     | 470 | 100% |

**14.** Which website do you access to receive information from the college's?

|                    |                                                                                     |    |    |
|--------------------|-------------------------------------------------------------------------------------|----|----|
| Facebook           |  | 31 | 7% |
| College's homepage |  | 44 | 9% |

|               |  |     |      |
|---------------|--|-----|------|
| IECC homepage |  | 153 | 32%  |
| Entrata       |  | 244 | 52%  |
| Total         |  | 472 | 100% |

**16.** Are you aware of the different student organizations available to you on campus?

|       |  |     |      |
|-------|--|-----|------|
| Yes   |  | 309 | 66%  |
| No    |  | 162 | 34%  |
| Total |  | 471 | 100% |

**18.** Are the buildings and grounds maintained in a clean and attractive manner?

|       |  |     |      |
|-------|--|-----|------|
| Yes   |  | 452 | 96%  |
| No    |  | 19  | 4%   |
| Total |  | 471 | 100% |

ADVISEMENT SERVICES:

**20.** Who helped you select the classes for which you are currently registered?

|                          |  |     |      |
|--------------------------|--|-----|------|
| Student Services Advisor |  | 234 | 50%  |
| Faculty Advisor          |  | 187 | 40%  |
| Self Advised             |  | 49  | 10%  |
| Total                    |  | 470 | 100% |

**22.** Was your advisor helpful and courteous?




|                |  |     |      |
|----------------|--|-----|------|
| Yes            |  | 419 | 90%  |
| No             |  | 18  | 4%   |
| Not applicable |  | 30  | 6%   |
| Total          |  | 467 | 100% |

**24.** Please rate your level of satisfaction with the Advisement Services?

|                   |  |     |     |
|-------------------|--|-----|-----|
| Very Satisfied    |  | 242 | 52% |
| Satisfied         |  | 208 | 44% |
| Dissatisfied      |  | 13  | 3%  |
| Very Dissatisfied |  | 5   | 1%  |

|       |     |      |
|-------|-----|------|
| Total | 468 | 100% |
|-------|-----|------|

**26.** How confident are you the courses you are taking at an IECC college will transfer to a four-year university?


|               |                                                                                   |     |      |
|---------------|-----------------------------------------------------------------------------------|-----|------|
| Confident     |  | 290 | 62%  |
| Not confident |  | 26  | 6%   |
| Unsure        |  | 154 | 33%  |
| Total         |                                                                                   | 470 | 100% |

#### REGISTRATION SERVICES:




**27.** Where did you register for classes?

|                         |                                                                                    |     |      |
|-------------------------|------------------------------------------------------------------------------------|-----|------|
| Student Services Office |  | 406 | 87%  |
| Online                  |   | 43  | 9%   |
| By Phone                |   | 20  | 4%   |
| Total                   |                                                                                    | 469 | 100% |

**29.** Are the Records Office Personnel helpful and courteous?

|                |                                                                                      |     |      |
|----------------|--------------------------------------------------------------------------------------|-----|------|
| Yes            |  | 417 | 89%  |
| No             |   | 8   | 2%   |
| Not applicable |   | 45  | 10%  |
| Total          |                                                                                      | 470 | 100% |

**31.** Are the Business Office Personnel helpful and courteous?

|                |                                                                                      |     |      |
|----------------|--------------------------------------------------------------------------------------|-----|------|
| Yes            |  | 418 | 89%  |
| No             |   | 13  | 3%   |
| Not Applicable |   | 40  | 8%   |
| Total          |                                                                                      | 471 | 100% |

**33.** Regardless of your eligibility, are the Financial Aid Office personnel helpful and courteous?

|                |                                                                                     |     |     |
|----------------|-------------------------------------------------------------------------------------|-----|-----|
| Yes            |  | 393 | 83% |
| No             |  | 15  | 3%  |
| Not Applicable |  | 64  | 14% |

|       |     |      |
|-------|-----|------|
| Total | 472 | 100% |
|-------|-----|------|

**35.** Please rate you level of satisfaction with the Registration Services?

|                   |  |     |      |
|-------------------|--|-----|------|
| Very Satisfied    |  | 241 | 51%  |
| Satisfied         |  | 222 | 47%  |
| Dissatisfied      |  | 5   | 1%   |
| Very Dissatisfied |  | 3   | 1%   |
| Total             |  | 471 | 100% |

Are you satisfied with the following Library Services?

**37.** Time of Availability

|                |  |     |      |
|----------------|--|-----|------|
| Yes            |  | 398 | 85%  |
| No             |  | 15  | 3%   |
| Not applicable |  | 57  | 12%  |
| Total          |  | 470 | 100% |

**39.** Resources Available

|                |  |     |      |
|----------------|--|-----|------|
| Yes            |  | 398 | 85%  |
| No             |  | 14  | 3%   |
| Not applicable |  | 57  | 12%  |
| Total          |  | 469 | 100% |



**41.** Are the Library personnel helpful and courteous?

|                |  |     |      |
|----------------|--|-----|------|
| Yes            |  | 393 | 84%  |
| No             |  | 20  | 4%   |
| Not applicable |  | 57  | 12%  |
| Total          |  | 470 | 100% |


Are you satisfied with the following Technology Services?

**43.** Entrata




|     |  |     |     |
|-----|--|-----|-----|
| Yes |  | 440 | 93% |
|-----|--|-----|-----|

|                |                                                                                   |     |      |
|----------------|-----------------------------------------------------------------------------------|-----|------|
| No             |  | 26  | 6%   |
| Not applicable |  | 6   | 1%   |
| Total          |                                                                                   | 472 | 100% |

**45.** Helpdesk





|                |                                                                                   |     |      |
|----------------|-----------------------------------------------------------------------------------|-----|------|
| Yes            |  | 336 | 72%  |
| No             |  | 18  | 4%   |
| Not applicable |  | 115 | 25%  |
| Total          |                                                                                   | 469 | 100% |

**47.** Angel



|                |                                                                                    |     |      |
|----------------|------------------------------------------------------------------------------------|-----|------|
| Yes            |  | 437 | 93%  |
| No             |   | 25  | 5%   |
| Not applicable |   | 9   | 2%   |
| Total          |                                                                                    | 471 | 100% |

## INSTRUCTIONAL/CLASSROOM:



**49.** Please rate your level of satisfaction with the overall quality of instruction?

|                   |                                                                                     |     |      |
|-------------------|-------------------------------------------------------------------------------------|-----|------|
| Very Satisfied    |  | 212 | 45%  |
| Satisfied         |  | 232 | 50%  |
| Dissatisfied      |  | 19  | 4%   |
| Very Dissatisfied |  | 5   | 1%   |
| Total             |                                                                                     | 468 | 100% |

**51.** Do your instructors provide feedback in a timely manner regarding your course progress?

|       |                                                                                      |     |      |
|-------|--------------------------------------------------------------------------------------|-----|------|
| Yes   |  | 418 | 90%  |
| No    |   | 46  | 10%  |
| Total |                                                                                      | 464 | 100% |

**53.** Are the courses of instruction academically challenging?



|     |                                                                                      |     |     |
|-----|--------------------------------------------------------------------------------------|-----|-----|
| Yes |  | 417 | 90% |
| No  |   | 46  | 10% |



|  |  |       |     |      |
|--|--|-------|-----|------|
|  |  | Total | 463 | 100% |
|--|--|-------|-----|------|




  

**55.** Are you satisfied with the size of your classes?

|     |                                                                                    |       |     |      |
|-----|------------------------------------------------------------------------------------|-------|-----|------|
| Yes |  | 456   | 97% |      |
| No  |   | 14    | 3%  |      |
|     |                                                                                    | Total | 470 | 100% |



  

**57.** Have you been enrolled in a class that utilized a computer or science lab?

|                |                                                                                   |       |     |      |
|----------------|-----------------------------------------------------------------------------------|-------|-----|------|
| Yes            |  | 382   | 82% |      |
| No             |  | 63    | 13% |      |
| Not Applicable |  | 23    | 5%  |      |
|                |                                                                                   | Total | 468 | 100% |



  

**58.** If yes, was the lab adequate to meet the objectives of the course?

|     |                                                                                    |       |     |      |
|-----|------------------------------------------------------------------------------------|-------|-----|------|
| Yes |  | 368   | 94% |      |
| No  |  | 25    | 6%  |      |
|     |                                                                                    | Total | 393 | 100% |



  

**60.** Are courses available at the times you want or when needed?

|     |                                                                                      |       |     |      |
|-----|--------------------------------------------------------------------------------------|-------|-----|------|
| Yes |  | 423   | 91% |      |
| No  |   | 44    | 9%  |      |
|     |                                                                                      | Total | 467 | 100% |



  

**62.** Are you satisfied with the variety of courses offered at this two-year college?





|     |                                                                                      |       |     |      |
|-----|--------------------------------------------------------------------------------------|-------|-----|------|
| Yes |  | 428   | 92% |      |
| No  |   | 39    | 8%  |      |
|     |                                                                                      | Total | 467 | 100% |

**64.** Do you believe the faculty and staff, with whom you come in contact, respect you as an individual?

|     |                                                                                      |       |     |      |
|-----|--------------------------------------------------------------------------------------|-------|-----|------|
| Yes |  | 442   | 95% |      |
| No  |   | 21    | 5%  |      |
|     |                                                                                      | Total | 463 | 100% |

**66.** | Would you recommend this college to others?

|                |                                                                                   |     |      |
|----------------|-----------------------------------------------------------------------------------|-----|------|
| Definitely Yes |  | 271 | 58%  |
| Probably Yes   |  | 155 | 33%  |
| Uncertain      |  | 31  | 7%   |
| Probably No    |  | 10  | 2%   |
| Definitely No  |                                                                                   | 2   | 0%   |
| Total          |                                                                                   | 469 | 100% |

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# Student Satisfaction Survey 2011

## Results Overview



Date: 3/18/2011 6:53 AM PST  
 Responses: Completes  
 Filter: No filter applied

### GENERAL:

#### 1. What is your primary college of attendance?

|                            |  |     |      |
|----------------------------|--|-----|------|
| Frontier Community College |  | 93  | 20%  |
| Lincoln Trail College      |  | 107 | 23%  |
| Olney Central College      |  | 118 | 25%  |
| Wabash Valley College      |  | 153 | 32%  |
| Total                      |  | 471 | 100% |

#### 3. My Student Status is:

|                                   |  |     |      |
|-----------------------------------|--|-----|------|
| First Year                        |  | 172 | 37%  |
| Second Year                       |  | 167 | 35%  |
| Returned to College After Absence |  | 68  | 14%  |
| Other                             |  | 64  | 14%  |
| Total                             |  | 471 | 100% |

#### 5. Are you a Transfer or Career/Technical Student?



|                  |  |     |      |
|------------------|--|-----|------|
| Transfer         |  | 150 | 32%  |
| Career/Technical |  | 214 | 46%  |
| Dual Credit      |  | 17  | 4%   |
| Other            |  | 82  | 18%  |
| Total            |  | 463 | 100% |

#### 7. Do you use the college catalog?

|     |  |     |     |
|-----|--|-----|-----|
| Yes |  | 224 | 48% |
| No  |  | 244 | 52% |

|       |     |      |
|-------|-----|------|
| Total | 468 | 100% |
|-------|-----|------|



**8.** If yes, how do you access the document?

|              |                                                                                   |     |      |
|--------------|-----------------------------------------------------------------------------------|-----|------|
| Printed Copy |  | 118 | 50%  |
| Online/Web   |  | 118 | 50%  |
| CD           |                                                                                   | 0   | 0%   |
| Total        |                                                                                   | 236 | 100% |

**9.** When do you attend class?

|                               |                                                                                   |     |      |
|-------------------------------|-----------------------------------------------------------------------------------|-----|------|
| Day classes                   |  | 188 | 40%  |
| Evening classes               |  | 11  | 2%   |
| Day & Evening classes         |  | 126 | 27%  |
| Online                        |  | 30  | 6%   |
| Online & face to face classes |  | 114 | 24%  |
| Total                         |                                                                                   | 469 | 100% |



**11.** What is your enrollment status right now?



|                                  |                                                                                     |     |      |
|----------------------------------|-------------------------------------------------------------------------------------|-----|------|
| Full-time (12 credits or more)   |  | 381 | 82%  |
| Part-time (less than 12 credits) |  | 86  | 18%  |
| Total                            |                                                                                     | 467 | 100% |

**12.** How would you rate communication between the four IECC colleges?



|       |                                                                                     |     |      |
|-------|-------------------------------------------------------------------------------------|-----|------|
| Great |  | 116 | 25%  |
| Ok    |  | 245 | 52%  |
| Poor  |  | 40  | 9%   |
| N/A   |  | 69  | 15%  |
| Total |                                                                                     | 470 | 100% |

**14.** Which website do you access to receive information from the college's?



|                    |                                                                                     |    |    |
|--------------------|-------------------------------------------------------------------------------------|----|----|
| Facebook           |  | 31 | 7% |
| College's homepage |  | 44 | 9% |

|               |                                                                                   |     |      |
|---------------|-----------------------------------------------------------------------------------|-----|------|
| IECC homepage |  | 153 | 32%  |
| Entrata       |  | 244 | 52%  |
| Total         |                                                                                   | 472 | 100% |

**16.** Are you aware of the different student organizations available to you on campus?

|       |                                                                                   |     |      |
|-------|-----------------------------------------------------------------------------------|-----|------|
| Yes   |  | 309 | 66%  |
| No    |  | 162 | 34%  |
| Total |                                                                                   | 471 | 100% |

**18.** Are the buildings and grounds maintained in a clean and attractive manner?




|       |                                                                                    |     |      |
|-------|------------------------------------------------------------------------------------|-----|------|
| Yes   |  | 452 | 96%  |
| No    |   | 19  | 4%   |
| Total |                                                                                    | 471 | 100% |

ADVISEMENT SERVICES:





**20.** Who helped you select the classes for which you are currently registered?

|                          |                                                                                     |     |      |
|--------------------------|-------------------------------------------------------------------------------------|-----|------|
| Student Services Advisor |  | 234 | 50%  |
| Faculty Advisor          |  | 187 | 40%  |
| Self Advised             |  | 49  | 10%  |
| Total                    |                                                                                     | 470 | 100% |

**22.** Was your advisor helpful and courteous?




|                |                                                                                      |     |      |
|----------------|--------------------------------------------------------------------------------------|-----|------|
| Yes            |  | 419 | 90%  |
| No             |   | 18  | 4%   |
| Not applicable |   | 30  | 6%   |
| Total          |                                                                                      | 467 | 100% |

**24.** Please rate your level of satisfaction with the Advisement Services?

|                   |                                                                                     |     |     |
|-------------------|-------------------------------------------------------------------------------------|-----|-----|
| Very Satisfied    |  | 242 | 52% |
| Satisfied         |  | 208 | 44% |
| Dissatisfied      |  | 13  | 3%  |
| Very Dissatisfied |  | 5   | 1%  |

|       |     |      |
|-------|-----|------|
| Total | 468 | 100% |
|-------|-----|------|

**26.** How confident are you the courses you are taking at an IECC college will transfer to a four-year university?


|               |                                                                                   |     |      |
|---------------|-----------------------------------------------------------------------------------|-----|------|
| Confident     |  | 290 | 62%  |
| Not confident |  | 26  | 6%   |
| Unsure        |  | 154 | 33%  |
| Total         |                                                                                   | 470 | 100% |

#### REGISTRATION SERVICES:




**27.** Where did you register for classes?

|                         |                                                                                    |     |      |
|-------------------------|------------------------------------------------------------------------------------|-----|------|
| Student Services Office |  | 406 | 87%  |
| Online                  |   | 43  | 9%   |
| By Phone                |   | 20  | 4%   |
| Total                   |                                                                                    | 469 | 100% |

**29.** Are the Records Office Personnel helpful and courteous?

|                |                                                                                      |     |      |
|----------------|--------------------------------------------------------------------------------------|-----|------|
| Yes            |  | 417 | 89%  |
| No             |   | 8   | 2%   |
| Not applicable |   | 45  | 10%  |
| Total          |                                                                                      | 470 | 100% |

**31.** Are the Business Office Personnel helpful and courteous?

|                |                                                                                      |     |      |
|----------------|--------------------------------------------------------------------------------------|-----|------|
| Yes            |  | 418 | 89%  |
| No             |   | 13  | 3%   |
| Not Applicable |   | 40  | 8%   |
| Total          |                                                                                      | 471 | 100% |

**33.** Regardless of your eligibility, are the Financial Aid Office personnel helpful and courteous?

|                |                                                                                     |     |     |
|----------------|-------------------------------------------------------------------------------------|-----|-----|
| Yes            |  | 393 | 83% |
| No             |  | 15  | 3%  |
| Not Applicable |  | 64  | 14% |

|       |     |      |
|-------|-----|------|
| Total | 472 | 100% |
|-------|-----|------|

**35.** Please rate you level of satisfaction with the Registration Services?

|                   |  |     |      |
|-------------------|--|-----|------|
| Very Satisfied    |  | 241 | 51%  |
| Satisfied         |  | 222 | 47%  |
| Dissatisfied      |  | 5   | 1%   |
| Very Dissatisfied |  | 3   | 1%   |
| Total             |  | 471 | 100% |

Are you satisfied with the following Library Services?

**37.** Time of Availability

|                |  |     |      |
|----------------|--|-----|------|
| Yes            |  | 398 | 85%  |
| No             |  | 15  | 3%   |
| Not applicable |  | 57  | 12%  |
| Total          |  | 470 | 100% |

**39.** Resources Available

|                |  |     |      |
|----------------|--|-----|------|
| Yes            |  | 398 | 85%  |
| No             |  | 14  | 3%   |
| Not applicable |  | 57  | 12%  |
| Total          |  | 469 | 100% |



**41.** Are the Library personnel helpful and courteous?

|                |  |     |      |
|----------------|--|-----|------|
| Yes            |  | 393 | 84%  |
| No             |  | 20  | 4%   |
| Not applicable |  | 57  | 12%  |
| Total          |  | 470 | 100% |


Are you satisfied with the following Technology Services?

**43.** Entrata




|     |  |     |     |
|-----|--|-----|-----|
| Yes |  | 440 | 93% |
|-----|--|-----|-----|

|                |                                                                                   |     |      |
|----------------|-----------------------------------------------------------------------------------|-----|------|
| No             |  | 26  | 6%   |
| Not applicable |  | 6   | 1%   |
| Total          |                                                                                   | 472 | 100% |

**45.** Helpdesk





|                |                                                                                   |     |      |
|----------------|-----------------------------------------------------------------------------------|-----|------|
| Yes            |  | 336 | 72%  |
| No             |  | 18  | 4%   |
| Not applicable |  | 115 | 25%  |
| Total          |                                                                                   | 469 | 100% |

**47.** Angel



|                |                                                                                    |     |      |
|----------------|------------------------------------------------------------------------------------|-----|------|
| Yes            |  | 437 | 93%  |
| No             |   | 25  | 5%   |
| Not applicable |   | 9   | 2%   |
| Total          |                                                                                    | 471 | 100% |

## INSTRUCTIONAL/CLASSROOM:

**49.** Please rate your level of satisfaction with the overall quality of instruction?

|                   |                                                                                     |     |      |
|-------------------|-------------------------------------------------------------------------------------|-----|------|
| Very Satisfied    |  | 212 | 45%  |
| Satisfied         |  | 232 | 50%  |
| Dissatisfied      |  | 19  | 4%   |
| Very Dissatisfied |  | 5   | 1%   |
| Total             |                                                                                     | 468 | 100% |

**51.** Do your instructors provide feedback in a timely manner regarding your course progress?

|       |                                                                                      |     |      |
|-------|--------------------------------------------------------------------------------------|-----|------|
| Yes   |  | 418 | 90%  |
| No    |   | 46  | 10%  |
| Total |                                                                                      | 464 | 100% |

**53.** Are the courses of instruction academically challenging?



|     |                                                                                      |     |     |
|-----|--------------------------------------------------------------------------------------|-----|-----|
| Yes |  | 417 | 90% |
| No  |   | 46  | 10% |



|  |  |       |     |      |
|--|--|-------|-----|------|
|  |  | Total | 463 | 100% |
|--|--|-------|-----|------|




  

**55.** Are you satisfied with the size of your classes?

|     |                                                                                    |       |     |      |
|-----|------------------------------------------------------------------------------------|-------|-----|------|
| Yes |  | 456   | 97% |      |
| No  |   | 14    | 3%  |      |
|     |                                                                                    | Total | 470 | 100% |



  

**57.** Have you been enrolled in a class that utilized a computer or science lab?

|                |                                                                                   |       |     |      |
|----------------|-----------------------------------------------------------------------------------|-------|-----|------|
| Yes            |  | 382   | 82% |      |
| No             |  | 63    | 13% |      |
| Not Applicable |  | 23    | 5%  |      |
|                |                                                                                   | Total | 468 | 100% |



  

**58.** If yes, was the lab adequate to meet the objectives of the course?

|     |                                                                                    |       |     |      |
|-----|------------------------------------------------------------------------------------|-------|-----|------|
| Yes |  | 368   | 94% |      |
| No  |  | 25    | 6%  |      |
|     |                                                                                    | Total | 393 | 100% |



  

**60.** Are courses available at the times you want or when needed?

|     |                                                                                      |       |     |      |
|-----|--------------------------------------------------------------------------------------|-------|-----|------|
| Yes |  | 423   | 91% |      |
| No  |   | 44    | 9%  |      |
|     |                                                                                      | Total | 467 | 100% |



  

**62.** Are you satisfied with the variety of courses offered at this two-year college?





|     |                                                                                      |       |     |      |
|-----|--------------------------------------------------------------------------------------|-------|-----|------|
| Yes |  | 428   | 92% |      |
| No  |   | 39    | 8%  |      |
|     |                                                                                      | Total | 467 | 100% |

**64.** Do you believe the faculty and staff, with whom you come in contact, respect you as an individual?

|     |                                                                                      |       |     |      |
|-----|--------------------------------------------------------------------------------------|-------|-----|------|
| Yes |  | 442   | 95% |      |
| No  |   | 21    | 5%  |      |
|     |                                                                                      | Total | 463 | 100% |

**66.** | Would you recommend this college to others?

|                |                                                                                   |     |      |
|----------------|-----------------------------------------------------------------------------------|-----|------|
| Definitely Yes |  | 271 | 58%  |
| Probably Yes   |  | 155 | 33%  |
| Uncertain      |  | 31  | 7%   |
| Probably No    |  | 10  | 2%   |
| Definitely No  |                                                                                   | 2   | 0%   |
| Total          |                                                                                   | 469 | 100% |

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**Agenda Item #9F**

**Diesel Technology Program Fee Increase**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: May 17, 2011  
RE: Diesel Technology Program Fee Increase

Students enrolled in the Diesel Technology Program at Wabash Valley are required to pay \$120.00 per semester for uniforms and uniform cleaning. The current uniform provider, CINTAS, has increased the price to \$150.00 per semester.

I ask the Board's approval for this fee increase effective Fall Semester 2011.

TLB/rs

**Agenda Item #9G**

**Tax Abatement for Expansion of Robinson Enterprise Zone**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: May 17, 2011  
RE: Tax Abatement Robinson Enterprise Zone

The City of Robinson, through its City Council, approved an expansion of the Robinson Enterprise Zone on March 22, 2011.

The City has asked the Board of Trustees to approve the abatement of ad valorem taxes on real property located in the expanded enterprise zone to the extent of taxes collected caused by the improvement or renovation or rehabilitation of property within the enterprise zone. The City Council expanded the Enterprise Zone to include farm land upon which will be built a senior citizen living facility called Glenwood. The taxes collected on the existing farm land amount to \$97.00 per year. The facility will cost approximately \$3 million dollars to construct.

The City has requested an abatement of 100% of the taxes for a period of five years from the first year in which improvements are fully assessed and is limited to the term of the Robinson Enterprise Zone.

I ask the Board's approval of this requested tax abatement resolution.

TLB/rs

Attachment

## TAX ABATEMENT RESOLUTION

The Board of Trustees of ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT 529 does hereby adopt this Resolution as follows:

The County Clerk of Crawford County, Illinois, is hereby directed to abate ad valorem taxes imposed upon real property located within the Robinson Enterprise Zone as the result of an Enterprise Zone Expansion Ordinance adopted by the City Council of the City of Robinson, Crawford County, Illinois on March 22, 2011 as Ordinance Number 2011-O-04, upon which new improvements shall be renovated or rehabilitated, subject to the following conditions:

- a) No abatement shall be applicable to any such improvement project located within the boundaries of a Tax Increment Redevelopment Project District;
- b) Any abatement of taxes on any parcel shall not exceed the amount attributable to the construction of the improvements and the renovation or rehabilitation of existing improvements in such parcel;
- c) Such abatement shall be allowed only for non-residential, commercial and industrial property located within the zone area;
- d) Such abatement of taxes on any parcel shall be for, and only for, the taxes attributable to an increased assessed valuation of the parcel for the taxing period immediately preceding the issuance of a building permit for the qualified construction and renovation or rehabilitation;
- e) Such abatement shall be at the rate of 100 percent of the taxes for a period of five years, beginning with the first year in which the improvements are fully assessed. Such is limited to the term of the Robinson Enterprise Zone.

Upon roll call vote the following Trustees voted aye:

Upon roll call vote the following Trustees vote nay:

Passed and approved by the ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT 529 at its regular Board meeting held on \_\_\_\_\_, 2011 in \_\_\_\_\_, Illinois.

ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT 529

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

## **Agenda Item #9H**

### **Affiliation Agreements Between IECC and**

**Associate Degree Nursing – Evansville State Hospital**

**Associate Degree Nursing – St. Mary’s Medical Center, Evansville, IN**

**Basic Nurse Assistant (FCC) – Meadowood, Grayville**

**Medical Office Assistant (OCC) – Chelsea L. Page, DC, Fairfield**

**Medical Office Assistant (OCC) – Greencastle Physical Therapy, Greencastle, IN**

**Health Information Management (LTC) – Ridgeview Care Center, Oblong**

**Pharmacy Technician (LTC) – St. Anthony’s Memorial Hospital, Effingham**

**Pharmacy Technician (LTC) – The Medicine Shoppe, Newton**

**Pharmacy Technician (LTC) – Bertram’s Pharmacy, Robinson**

**Pharmacy Technician (LTC) – Lovins Pharmacy, Grayville**

**Pharmacy Technician (LTC) – CVS, Mt. Carmel**

**Pharmacy Technician (LTC) – CVS, Vincennes, IN**

**Pharmacy Technician (LTC) – Sarah Bush Lincoln Health Center**



MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: May 17, 2011  
RE: Affiliation Agreements

What follows are thirteen affiliation agreements dealing with the Associate Degree in Nursing, Basic Nurse Assistant, Health Information Management, Pharmacy Technician, and Medical Office Assistant.

I ask the Board's approval of the following list of affiliation agreements:

- Associate Degree Nursing – Evansville State Hospital
- Associate Degree Nursing – St. Mary's Medical Center, Evansville, IN
- Basic Nurse Assistant (FCC) – Meadowood, Grayville
- Medical Office Assistant (OCC) – Chelsea L. Page, DC, Fairfield
- Medical Office Assistant (OCC) – Greencastle Physical Therapy, Greencastle, IN
- Health Information Management (LTC) – Ridgeview Care Center, Oblong
- Pharmacy Technician (LTC) – St. Anthony's Memorial Hospital, Effingham
- Pharmacy Technician (LTC) – The Medicine Shoppe, Newton
- Pharmacy Technician (LTC) – Bertram's Pharmacy, Robinson
- Pharmacy Technician (LTC) – Lovins Pharmacy, Grayville
- Pharmacy Technician (LTC) – CVS, Mt. Carmel
- Pharmacy Technician (LTC) – CVS, Vincennes, IN
- Pharmacy Technician (LTC) – Sarah Bush Lincoln Health Center, Mattoon

TLB/rs

Attachments

**Clinical Education Agreement  
Between  
Evansville State Hospital  
And  
Illinois Eastern Community Colleges**

This agreement will be reviewed annually and amended as necessary.

The School and Evansville State Hospital agree:

1. There will be no discrimination against a student or faculty member because of race, color, creed, sex, religion, age, national origin or handicap in any aspect of this program;
2. It is understood and agreed to by all parties that students and faculty of the School are not employees or agents of the Evansville State Hospital. As such, they are not entitled to wages, workers' compensation, medical or liability insurance, or any other employee benefits for activities related to the clinical experience provided for under this agreement.
3. There will be ongoing, open communication between the School and Evansville State Hospital to ensure understanding of the expectations and roles of both institutions in providing education for students. Plans, problems and changes will be discussed with appropriate School and Evansville State Hospital representatives.
4. Students and faculty are required to comply with all policies of the Evansville State Hospital.

The School agrees:

1. Requests for utilization of Hospital facilities by Nursing students are to be submitted at least 6 months prior to each semester/quarter for consideration by hospital management.
2. That nursing faculty will be licensed to practice as a Registered Nurse in Indiana.
3. To warrant that each student assigned to a clinical rotation at the Evansville State Hospital is in good academic standing at the School and has on file a physical examination, including results of tuberculosis screening, documentation of hepatitis B series or follow-up titer, chicken pox, measles-rubeola, mumps, tetanus/diphtheria and immune status for rubella. A satisfactory criminal background check for each student ensuring that each student is in compliance with all applicable requirements is also expected. Upon request by Evansville State Hospital, the School agrees to promptly furnish evidence of satisfactory compliance of the aforementioned requirements. Any student not in compliance with the requirements will not be permitted to perform clinical or other educational functions at Evansville State Hospital.
4. To warrant that each student assigned to a clinical rotation at the Evansville State Hospital has completed an educational program related to Health Insurance Portability and Accountability Act (HIPPA). The School will ensure that all faculty and staff understand the importance of respecting the confidential and privileged nature of all information related to patients and patient records.
5. To direct every effort toward maintaining standards required for accreditation by the North Central Association of Colleges and Secondary Schools and the National League for Nursing Accrediting Commission.
6. To be responsible for and will directly control the educational program in nursing while using the facilities of the Evansville State Hospital by providing competent faculty for the teaching, guiding and supervision of its Nursing students. Nursing students shall be under the direct guidance and supervision of the School's faculty members to whom they are immediately responsible.
7. To assure that students have professional liability insurance with limits of \$1,000,000 per person and \$3,000,000 per occurrence.
8. To retain responsibility for the education of the student and provide contact person for the Evansville State Hospital.

9. To disseminate all pertinent regulations, policies and procedures of the Evansville State Hospital to students and faculty engaged in the educational program.
10. To withdraw from the Evansville State Hospital, at the request of the Evansville State Hospital, any student whose performance is unsatisfactory or for any cause deemed appropriate by the Evansville State Hospital.
11. Review with the Agency's designated liaison person(s) any proposed changes in educational experiences for which students will be placed.
12. Retains ultimate authority and responsibility for the students' educational experiences.
13. To follow Evansville State Hospital policy that no cell phones are allowed on units or in common areas where patients are present. Absolutely no camera phones are allowed in the Evansville State Hospital.

The Evansville State Hospital agrees:

1. To accept from the School the number of students that qualified staff, time and space permit based upon Evansville State Hospital representative's judgment.
2. To direct every effort toward maintaining its accreditation by the Joint Commission on Accreditation of Hospitals and will cooperate with the School by maintaining the standards of patient care required by the National League for Nursing Accrediting Commission for the accreditation of programs in Nursing.
3. To designate person(s) who will act as liaison for the staff.
4. To provide appropriate orientation for faculty and students (see attached listing).
5. To retain ultimate authority and responsibility for client/ patient care.
6. To provide personal protective equipment, e.g., gloves, masks, etc., to students to enable them to practice Standard Precautions and other safety procedures.
7. To render any necessary first aid care to students as is available on site. Students are responsible for any cost incurred unless and until another party is found to be responsible.
8. The School faculty and students, while participating in the School program with Evansville State Hospital, will be allowed to utilize the designated parking areas, conference rooms as assigned and food services.

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

AGENCY

ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT #529, OLNEY  
CENTRAL COLLEGE

COLLEGE

\_\_\_\_\_  
Vice President or  
Director of Nursing Services

\_\_\_\_\_  
Department Head of Nursing

\_\_\_\_\_  
Associate Dean of Nursing & Allied Health

\_\_\_\_\_  
Administrator, Hospital or Agency

\_\_\_\_\_  
President, Olney Central College

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



## ST. MARY'S

### CLINICAL EDUCATION AGREEMENT

This Clinical Education Agreement is between Illinois Eastern Community Colleges (herein known as "SCHOOL") and ST. MARY'S MEDICAL CENTER OF EVANSVILLE, INC., (herein known as "FACILITY") located in Evansville, Indiana.

#### I. PURPOSE

The purpose of this Agreement is to implement education experience opportunities for students enrolled in AD Nursing Programs (herein known as "STUDENT" or "STUDENTS") at the FACILITY.

#### II. SCHEDULE OF ACTIVITIES

The scheduling of activities for Students will be in accordance with the schedule of courses at the SCHOOL and will be planned with the appropriate personnel of the FACILITY. Student assignments will be planned by the instructor in consultation with the appropriate supervisory personnel and will be selected in accordance with the particular experience of each Student and the opportunities available. The number of Students assigned to FACILITY and the times of rotation will be mutually agreed upon.

#### III. SCHOOL RESPONSIBILITIES

The SCHOOL shall:

- A. Notify the FACILITY of the number of Students and the rotation periods four weeks prior to the commencement of the clinical experience.
- B. Reserve the right to revoke any assignment, prior to the Student's entry into the clinical education program of the FACILITY.
- C. Send only such Students as are, to the SCHOOL's knowledge, in good health at the time of reporting for their clinical education.
- D. Forward to the FACILITY a summary of the Students' training and experience.
- E. Have a criminal background check available on file for all STUDENTS prior to commencement of the clinical experience. The SCHOOL may have this check performed, or may require the student to have the check performed with

the results sent to the SCHOOL. SCHOOL hereby represents and warrants that only Students who have passed the criminal background check will be assigned to FACILITY; furthermore, SCHOOL agrees to provide to FACILITY upon written request a copy of any and all Student background checks, including but not limited to the criminal background check.

- F. Have a drug screen available on file for all STUDENTS prior to commencement of the clinical experience. The SCHOOL may have this screen performed, or may require the student to have the screen performed with the results sent to the SCHOOL. SCHOOL hereby represents and warrants that only Students who have passed the drug screen will be assigned to FACILITY; furthermore, SCHOOL agrees to provide to FACILITY upon written request a copy of any and all Student drug screens performed on students assigned to FACILITY.
- G. Appoint an Academic Coordinator who will be the liaison representative for the SCHOOL. SCHOOL shall remain responsible for all aspects of Student discipline and shall share information with Students in accordance with applicable law.
- H. Notify the FACILITY, immediately, in writing, of any change or proposed change of the Academic Coordinator.
- I. Provide each student with appropriate general background and training in blood borne pathogens and infection control according to OSHA standards (“Infection Control”), prior to any Student beginning a clinical education experience at the FACILITY. As provided in Article IV G, the FACILITY shall provide each Student with appropriate training in Infection Control specific to any Student’s particular education experience at the FACILITY.
- J. Provide each Student with appropriate general background and training in Hazardous Materials Awareness (“Hazardous Materials”), prior to any Student beginning a clinical education experience at the FACILITY. As provided in Article IV H, the FACILITY shall provide each Student with appropriate training in Hazardous Materials specific to any Student’s particular education experience at the FACILITY.
- K. Provide training on patient confidentiality, including general information related to the Health Insurance Portability and Accountability Act (“HIPAA”) privacy guidelines governing the use, disclosure and security of patients’ Protected Health Information, as defined in HIPAA.
- L. Provide a statement of philosophy and the objectives of curricular and clinical education.
- M. Consider suggestions from the FACILITY regarding curriculum improvement.

- N. Assign Students subject to the availability of the FACILITY's personnel for teaching and supervision.
- O. Withdraw the Student from the clinical experience at the request of the FACILITY if the Student's performance is unsatisfactory.
- P. Require that Students comply with FACILITY's rules and regulations as a condition of participation in rotation at the FACILITY.

#### IV. FACILITY RESPONSIBILITIES

The FACILITY shall:

- A. Provide clinical education experience to Students of the SCHOOL. FACILITY shall retain responsibility for the care of patients of the FACILITY and shall maintain administrative and professional responsibility for supervision of Students insofar as their presence and program assignments affect the operation of the FACILITY and its care, both direct and indirect, of patients.
- B. Maintain complete records and reports on each Student's performance and to provide an evaluation to the SCHOOL on forms provided by the SCHOOL.
- C. Permit, upon reasonable request, the inspection of the FACILITY, the services available for clinical experiences, the Student records and other items pertaining to the Program by the SCHOOL or accreditation agencies.
- D. Assess/render minor emergency care through the FACILITY's Emergency Room, if clinically able to provide the required level of treatment, for any injury/accident occurring on FACILITY premises during the scheduled clinical education experience. Such care and treatment shall be at the expense of the Student.
- E. Provide access to the physical facilities and patients necessary for the Students' clinical education experience.
- F. Provide supervision appropriate to the academic and clinical level of assigned Students.
- G. Provide each Student with appropriate training in Infection Control specific to any Student's particular education experience at the FACILITY.
- H. Provide each Student with appropriate training in Hazardous Materials specific to any Student's particular education experience at the FACILITY.
- I. Request the SCHOOL to withdraw a Student from his/her assigned clinical education experience, when his/her clinical performance is unsatisfactory or his/her behavior is disruptive or detrimental to the FACILITY and/or patients.

J. Provide training on FACILITY policies related to the Health Insurance Portability and Accountability Act (“HIPAA”) privacy guidelines governing the use, disclosure and security of patients’ Protected Health Information, as defined in HIPAA.

K. Assume no responsibility for the health and welfare of the Students.

V. CONDITIONS OF STUDENT PARTICIPATION IN ROTATION AT THE FACILITY

A. Student shall be permitted all FACILITY holidays.

B. Student shall have the responsibility of transportation to and from the FACILITY and on any reasonable special assignment by the FACILITY.

C. Student shall provide medical insurance or other financial means to cover him/herself as to expenses which may arise as the result of illness or injury occasioned during his/her period of clinical rotation at the FACILITY, acknowledging that since he/she is not an employee of the SCHOOL or the FACILITY, he/she is not protected by Workers’ Compensation and neither the FACILITY nor the SCHOOL assumes any liability for injuries or illness in the absence of a showing of actual negligence on the part of the SCHOOL or FACILITY or any of its agents.

D. Student shall complete health forms and immunizations requested by the FACILITY.

E. Student shall be responsible for following the administrative policies of the FACILITY.

F. Student shall be responsible for providing the necessary and appropriate uniforms required.

G. Student shall notify the FACILITY of his/her intended time of arrival and be responsible for reporting to the designated individual at the FACILITY on time.

H. Student shall be responsible for his/her own housing during clinical education assignments.

I. Student shall be subject to all rules and regulations of the FACILITY.

J. All Students shall be required to comply at all times with relevant HIPAA privacy guidelines governing all aspects of their use, possible disclosure and access to patients’ Protected Health Information as defined in HIPAA.

K. Student shall not be considered an employee of the FACILITY or the SCHOOL but a Student in the clinical education phase of his/her professional education.

#### VI. FINANCE

There shall be no cost to the SCHOOL for the educational experience to be provided by the FACILITY under the terms of this Agreement.

#### VII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT COMPLIANCE

A. To the extent required by law, each party agrees that it will comply in all material respects with all federal and state laws, regulations, rules or orders applicable to privacy, security and electronic transactions, including but not limited to, regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act. (Public Law 104-191) ("HIPAA").

B. The parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which St. Mary's is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Laws") in order to ensure that St. Mary's is at all times in conformance with all Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

#### VIII. AFFIRMATIVE ACTION

Neither party shall discriminate on the basis of race, religion, ethnic or national origin, gender, sexual orientation, marital status, age, disability or Vietnam-era veteran status in either the selection of Students for participation in the program, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the program.

#### IX. LIABILITY AND INSURANCE

A. Each party to this Agreement respectively assumes responsibility for liability, real or alleged, arising from their respective activities performed pursuant to this Agreement, or the activities of their respective agents, servants or



employees. Neither party nor their respective agents, servants or employees shall be liable to any third parties for any act or omission of the other party, its agents, servants or employees.

B. The SCHOOL agrees to obtain and maintain in full force and effect during the term of this Agreement, the following insurance or equivalent self-insurance:

- (i) Comprehensive General Liability Insurance, including personal injury liability and broad form contractual liability coverages, with limits of not less than \$1,000,000 each occurrence for bodily injury liability and property damage liability and with such coverage to extend to and include such liability incurred by faculty, Students and other agents at the SCHOOL.
- (ii) Professional Liability Insurance covering the SCHOOL's faculty, Students (unless Subparagraph C below is applicable) and other agents for professional liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for incidents, claims and suits arising from activities performed pursuant to this Agreement during the Agreement period, as well as those claims and suits arising pursuant to this Agreement reported after this Agreement has been terminated. Such coverage shall extend to and cover all liability incurred by each Student (unless Subparagraph C below is applicable) that arises out of and during the course of each such Student's activities under the terms of this Agreement.
- (iii) The SCHOOL agrees that all of such policies of insurance (unless the SCHOOL satisfies the FACILITY that it is self insured for liability that would be covered by such policies) shall be with companies acceptable to the FACILITY, that it will cause certificates or memoranda evidencing such insurance or such self-insurance to be provided to the FACILITY on the request of the FACILITY and that such certificates or memoranda will provide that such insurance or self-insurance will not be canceled or materially changed without at least thirty (30) days' prior written notice to the FACILITY of any such cancellation.

C. The SCHOOL agrees that if its Professional Liability Insurance coverage does not extend to and cover such liability incurred by Students, then:

- (i) If the Students qualify as health care providers under I.C. 34-18-2-14, as amended and as it may be amended from time to time, the SCHOOL shall cause each Student to (a) obtain and maintain in force Professional Liability Insurance covering all liability incurred by each Student that arises out of and during the course of each such Student's activities under the terms of this Agreement, with limits of not less than those prescribed for health care providers like the Student as set

forth in I.C. 34-18-4-1, as amended and as it may be amended from time to time, (b) to perform such other acts as are required of the Student to qualify under the Indiana Medical Malpractice Act and (c) to furnish the FACILITY with a certificate that each Student has filed with the Commissioner of Insurance of the State of Indiana, proof that the Student is insured for malpractice liability in at least the amounts set forth above.

- (ii) If the Students do not so qualify as health care providers, the SCHOOL shall cause each such Student to obtain and maintain in force Professional Liability Insurance covering all liability incurred by each Student that arises out of and during the course of each such Student's activities under the terms of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate.
- (iii) Such Professional Liability Insurance shall cover incidents, claims and suits arising from activities performed pursuant to this Agreement during the Agreement period, as well as those claims and suits arising pursuant to this Agreement but reported after this Agreement has been terminated.
- (iv) Such Professional Liability Insurance shall be with companies acceptable to the FACILITY, shall provide that the insurance carrier for each policy is required to give the FACILITY not less than thirty (30) days' written notice prior to any cancellation or material change of any such policy and, on the request of the FACILITY, the SCHOOL will cause certificates evidencing such insurance to be provided to the FACILITY.

## X. RISK MANAGEMENT

SCHOOL and FACILITY agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to dispose of any such claim. Each party to this Agreement ("Indemnitor") agrees to indemnify and hold harmless the other party (the "Indemnitee") (together with Indemnitee's successors, assigns, directors, officers, employees and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim or expense, including reasonable attorney fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees or agents; provided, however, that the SCHOOL's obligation to hold the FACILITY harmless shall be limited in substance by statutes of the State of Indiana designed to protect and limit the exposure and liability of the SCHOOL as an instrumentality of the State of Illinois, and that the FACILITY's obligation to hold the SCHOOL harmless shall be limited in substance by the Indiana Medical

Malpractice Act designed to protect and limit the exposure and liability of the FACILITY (e.g., actions and conditions as to which FACILITY is immunized by the Indiana Malpractice Act) dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant so that neither the SCHOOL's nor the FACILITY's liability to hold harmless shall exceed what might have been the respective liability of each to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the SCHOOL or FACILITY.

## XI. HEALTH REQUIREMENTS

All Students assigned to the FACILITY shall have:

- A. Documentation of one, two-step tuberculin skin test, followed by an annual tuberculin skin test within twelve (12) months, is required prior to the affiliation with the FACILITY OR for tuberculin skin test reactors, medical documentation of the significant reaction accompanied either by documentation of completion of an adequate course of therapy or a medical statement, dated within three (3) months prior to the affiliation with the FACILITY, indicating that the Student is free of signs and symptoms of tuberculosis;
- B. Documented proof of immunity to rubella (German or 3-day measles), which is defined as follows:
  - i. the presence of any detectable rubella antibody, as determined by serologic testing; OR
  - ii. a documented history of rubella vaccination at one year or older;
- C. Documented proof of immunity to rubeola (red measles), which is defined as:
  - i. documentation of two doses of live measles vaccine after the first birthday, no less than one (1) month apart, OR
  - ii. documentation of physician-diagnosed measles disease, OR
  - iii. laboratory evidence of measles immunity, OR
  - iv. birth before January 1, 1957
- D. Documented proof of immunity to mumps, which is defined as follows:
  - i. the presence of detectable mumps antibody, as determined by serologic testing; OR
  - ii. a documented history of two doses of MMR or mumps vaccination after the first birthday, no less than one (1) month apart.

- E. Documented proof of receipt by the Student of the Hepatitis B vaccination series and if such documentation is not available, whether the Hepatitis B vaccination series was offered to the Student, but declined.
- F. Demonstrated immunity (reactive titer or documented history) to varicella or receive Varivax immunization, unless contraindicated by their personal physician or other factors.

And shall have any additional inoculations reasonably requested by the FACILITY. Proof of the above will be provided to the FACILITY by the Students upon request.

## XII. CORPORATE RESPONSIBILITY

FACILITY has in place a Corporate Responsibility Program ("Program"), which has as its goal to ensure that the FACILITY complies with federal, state and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct.

- A. SCHOOL acknowledges FACILITY'S commitment to Corporate Responsibility and agrees to conduct all business transactions, which occur pursuant to this Agreement in accordance with the underlying philosophy of Corporate Responsibility adopted by the FACILITY. SCHOOL, as a contractor with the FACILITY or one of its affiliated entities, is committed to upholding the highest standard of ethical and legal business practices.
- B. SCHOOL will not tolerate illegal or unethical activity and promises to take whatever steps are required by FACILITY's Corporate Responsibility Program to identify, to report and to prevent such activity.
- C. SCHOOL has received and reviewed a copy of the FACILITY's Standards of Conduct (which is attached to this Agreement) and understands that, as a contractor with the FACILITY or one of its affiliated entities, it is expected to provide services in accordance with these Standards of Conduct.
- D. SCHOOL hereby represents and warrants that neither SCHOOL nor STUDENT has been convicted of any criminal offense neither related to health care nor been debarred, excluded, or otherwise ineligible for participation in any federal government health care program, including Medicare and Medicaid. SCHOOL hereby agrees to immediately notify Hospital of any threatened, proposed, or actual conviction or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that SCHOOL or STUDENT is convicted of any criminal offense related to health care or is excluded from participation in

any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that SCHOOL is in breach of this provision, this Agreement, shall, as of the effective date of such conviction, exclusion, or breach, automatically terminate.

### XIII. REGULATORY COMPLIANCE

- A. The parties agree that this Agreement is intended to comply with all applicable state and federal laws, rules, regulations and accreditation standards including, but not limited to, the Medicare and Medicaid Fraud and Abuse, Anti-Kickback and Stark Statutes and Regulations, and standards of accrediting bodies, including The Joint Commission standards, and all regulations governing use of facilities financed with tax-exempt bonds ("Laws").
- B. If, at any time, this Agreement is found to violate any applicable provision of these Laws, or if either party has a reasonable belief that this Agreement creates a material risk of violating the Laws, and after consultation with the other party, and thirty (30) days after written notice to the other party, the parties shall renegotiate the portion of this Agreement that creates the violation of the Laws. If the parties fail to reach agreement within one hundred twenty (120) days following said written notice, this Agreement shall terminate.

### XIV. ETHICAL AND RELIGIOUS DIRECTIVES

The parties acknowledge that FACILITY is a wholly owned subsidiary of St. Mary's Health System of America, Inc ("St. Mary's") and the Ascension Health System ("Ascension"). Accordingly, Hospital, its employees and contracted agents are bound to conduct its activities in a manner consistent with the *Ethical and Religious Directives for Catholic Health Care Services* (ERDs) as adopted and amended from time to time by the United States Conference of Catholic Bishops (or its successor) and as implemented by the local Ordinary (diocesan Bishop). SCHOOL agrees to inform Students and Faculty participating in program at FACILITY that they are required by FACILITY to conduct themselves and carry out their activities in conformance with the Ethical and Religious Directives; provided, however, that nothing in this Agreement shall be construed to require SCHOOL to endorse any particular religious doctrine or belief.

### XV. GENERAL PROVISIONS

- A. Neither party shall be deemed to be an employee of the other for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose.

- B. Notices or communications herein required or permitted shall be given by registered or certified mail or by hand delivery at the following addresses, unless either party shall otherwise designate its new addresses by written notice:

To SCHOOL: Department Head, Nursing  
Wabash Valley College  
2200 College Drive  
Mt. Carmel, IL 62863  
Phone: 618/262-8641

To FACILITY: Claudia L. Richardt, Director  
Human Resources & Development  
St. Mary's Medical Center of Evansville, Inc.  
3700 Washington Avenue  
Evansville, IN 47750

- C. This Agreement contains the entire agreement of the parties hereto and shall be deemed to supersede any and all prior agreements.
- D. This Agreement may not be changed orally, but only by an instrument in writing signed by both parties hereto.
- E. This Agreement is not intended and shall not be construed to create any right or benefit in any third party. The relationship between the SCHOOL and the FACILITY shall be considered as one between independent contractors and not as a joint venture or partnership.

#### XVI. TERM OF THE AGREEMENT

The term of this Agreement shall begin on the 1st day of February, 2011 and shall continue until (i) terminated by mutual agreement of the parties, or (ii) terminated by either party, with or without cause, at any time, upon 30 days notice in writing. If this Agreement is terminated under Clause (ii) above, such termination shall not be effective until all Students currently engaged in the clinical education experience have completed their scheduled course of training.

#### IN WITNESS WHEREOF:

APPROVED AND ACCEPTED:  
ILLINOIS EASTERN  
COMMUNITY COLLEGES

By: \_\_\_\_\_  
Rodney Raney, MS  
Olney Central College

Date: \_\_\_\_\_

APPROVED AND ACCEPTED:  
ST. MARY'S MEDICAL CENTER OF  
EVANSVILLE, INC.

By: \_\_\_\_\_  
Gwen Sandefur  
Senior Vice President

Date: \_\_\_\_\_

“FACILITY”

By: \_\_\_\_\_  
Tammy Fralicker, MSN, RN  
Associate Dean of Nursing and  
Allied Health

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lori Phillips, MSN, RN, NP-C  
Department Head of Nursing  
Wabash Valley College

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

“SCHOOL”

## AFFILIATION AGREEMENT

Between  
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529  
FRONTIER COMMUNITY COLLEGE  
and  
Meadowood  
for  
Basic Nurse Assistant Training Program

THIS AGREEMENT made and entered into this 25th day of April, 2011, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its BASIC NURSE ASSISTANT TRAINING Programs (hereinafter referred to as PROGRAM) and Meadowood, Grayville, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

WHEREAS, the DISTRICT desires to make use of AGENCY's facilities for clinical laboratory practice by students of the PROGRAM, and

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the PROGRAM for observation and participation by the students and faculty of the DISTRICT's 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 and/or PROGRAM faculty on behalf of the DISTRICT and the AGENCY designated Administrator 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 use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM faculty, on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's Administrator will retain full authority and make final decisions for procedures assigned to PROGRAM students;
4. The care of the patients will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;
6. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;



7. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
8. DISTRICT faculty will:
  - a. be responsible for the guiding students and teaching the didactic portion of the PROGRAM;
  - b. work with the staff of the AGENCY in coordination of the clinical laboratory objectives to be completed at the AGENCY;
  - c. coordinate the student clinical assignment with the AGENCY designated Administrator; and
  - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical setting;
9. The AGENCY's Administrator will coordinate with the DISTRICT and the AGENCY's preceptor to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives;
10. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
11. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
12. PROGRAM students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY;
13. 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;
14. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT 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;
15. The DISTRICT or AGENCY will provide verification of a criminal background check as provided by Illinois law for health care workers for each Student prior to that Student's assignment at the AGENCY. In the event such Authorization and Release are not given by the Student, the Student shall be disqualified from participation at the AGENCY. The results of the check must be satisfactory to the AGENCY;
16. The AGENCY shall have responsibility for the services provided at the AGENCY. If the AGENCY makes a good faith determination that the student's status or performance places the AGENCY in jeopardy, the DISTRICT will withdraw the student from the PROGRAM at the AGENCY. In the event AGENCY makes this determination, it will discuss matters with the DISTRICT prior to its exercising this right, except in extreme cases;
17. The faculty and students of the DISTRICT participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff.

DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;

18. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff;
19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
20. The DISTRICT will provide a PROGRAM orientation, upon request, for the AGENCY staff;
21. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, creed, gender, sexual orientation, religion, veterans status, or disability unrelated to the reasonable physical requirements of the job; If a complaint or allegation of discrimination is made by a participating student against the AGENCY, its employees, agents or representatives, the AGENCY shall conduct an investigation that is consistent with AGENCY policy and report findings to the DISTRICT;
22. 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. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY;
23. To the extent permitted by law, DISTRICT shall indemnify, defend, and hold harmless the AGENCY, its agents and employees, from any claims, demands, or actions out of the negligent acts or omissions of the DISTRICT, its agents or employees, during the students' participation in the PROGRAM at the AGENCY;
24. The AGENCY hereby assumes all risk of damage to and loss or theft of property at the AGENCY's facilities. Further, the AGENCY agrees to indemnify and hold harmless the DISTRICT, its officers, trustees, agents, and employees from cause whatsoever resulting in injury or death to persons related to, or involved in, or participating in PROGRAM activities and hereby waives all claims in respect thereof against DISTRICT. The AGENCY further agrees to indemnify and hold harmless the DISTRICT, its officers, trustees, agents, and employees, from and against any and all claims, suits, liabilities, costs, damages, and expenses (including reasonable attorney's fees) arising out of or in connection with:
  - a. Any loss, injury, death, or damage to persons or property on or about the AGENCY's Facilities and/or Grounds by reason of any act, omission or negligence on AGENCY's part;
  - b. Any breach or default in the performance of any obligation on AGENCY's part to be performed under the terms of this Agreement;
25. At all times while this Agreement is in effect, DISTRICT, at its sole cost and expense, agrees to procure and maintain, either through commercial policies or self-insurance:
  - a. Professional liability coverage for losses arising out of the acts or omissions of DISTRICT or its employees and agents or students in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate;
  - b. Commercial general liability coverage for losses arising out of the acts or omissions of DISTRICT or its employees or students in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and two Million Dollars (\$2,000,000) annual aggregate. In the event that DISTRICT provides professional liability coverage on a

claims-made basis, then coverage (which may include self-insurance coverage) for professional liability resulting from acts or omissions of DISTRICT or DISTRICT's employees or students occurring while this Agreement was in effect;

26. During the term of this Agreement and thereafter, AGENCY and DISTRICT and their employees and students shall hold information in the strictest confidence except as otherwise required by this Agreement or by Federal law,. Such information includes, but is not limited to: patient records and peer review and utilization review documents; the terms of this Agreement; and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party;
27. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY.
- a. Notice of termination to AGENCY shall be directed to:  
Michael Cunningham  
Meadowood  
320 South Second Street  
Grayville, IL 62844
  - b. Notice of termination to DISTRICT shall be directed to:  
Frontier Community College  
Attn: Dean of Instruction  
#2 Frontier Drive  
Fairfield, IL 62837
28. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties;

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 25th day of April, 2011.

Meadowood

ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT #529, FRONTIER  
COMMUNITY COLLEGE

---

Administrator

---

Chairman, IECC Board of Trustees

---

Agency Representative

---

CEO, Illinois Eastern Community Colleges

---

President, Frontier Community College

**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 CHELSEA L PAGE, DC (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 Medical 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.
2. 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 each spring if either party requests the review. 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.

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

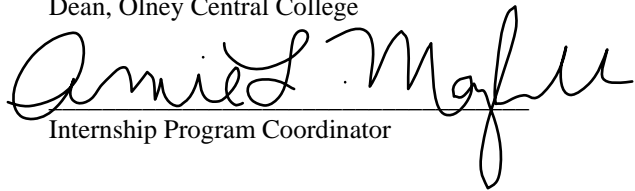
CHELSEA L PAGE, DC  
Fairfield, IL

\_\_\_\_\_  
Chair, IECC Board of Trustees

\_\_\_\_\_  
President, Olney Central College

\_\_\_\_\_  
Dean, Olney Central College

\_\_\_\_\_  
Administrator, Hospital or Agency

  
\_\_\_\_\_  
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  
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 GREENCASTLE PHYSICAL THERAPY AND SPORTS MEDICINE CENTER (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 Medical 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.
2. 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 each spring if either party requests the review. 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.

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

AGENCY

Greencastle Physical Therapy and  
Sports Medicine Center  
Greencastle, IN

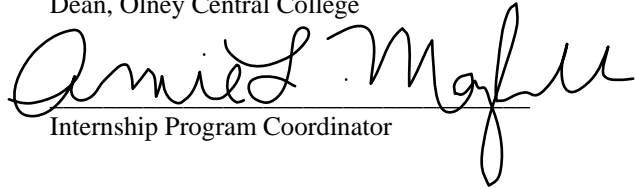
OLNEY CENTRAL COLLEGE

\_\_\_\_\_  
Chair, IECC Board of Trustees

\_\_\_\_\_  
President, Olney Central College

\_\_\_\_\_  
Dean, Olney Central College

\_\_\_\_\_  
Administrator, Hospital or Agency

  
\_\_\_\_\_  
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  
HEALTH INFORMATION MANAGEMENT PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16 day of May, 2011, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Health Information Management (HIM) Program (hereinafter referred to as LTC) and Ridgeview Care Center, Oblong IL 62449. (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 practice by students of the HIM Program for the COLLEGE and

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 HIM 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 HIM practice, and will be available to the HIM students.

The specific assignment of learning experiences to specific students will be made and arranged by the HIM 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 HIM students during their 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 care and safeguard of patients and information assigned to students. The AGENCY personnel will retain full and final decisions for patient care assigned to HIM 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.

HIM students assigned to, or making use of any 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 HIM practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in HIM 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. HIM Faculty and HIM 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 \_\_\_\_\_, 2011.

AGENCY

LINCOLN TRAIL COLLEGE

\_\_\_\_\_  
Medical Services Director

\_\_\_\_\_  
Health Information Management  
Faculty Member

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
College Dean

\_\_\_\_\_  
College President

\_\_\_\_\_  
Chairman, Board of Trustees  
Illinois Eastern Community Colleges

psq:6/26/06

**AFFILIATION AGREEMENT**  
**BETWEEN**  
**Lincoln Trail College**  
**AND**  
**St. Anthony's Memorial Hospital**

**THIS AGREEMENT** (the “**Agreement**”) is entered into this 1st day of May 2011, by and between **St. Anthony's Memorial Hospital of the Hospital Sisters of the Third Order of St. Francis** (“**the Facility**”) and Lincoln Trail College (“**the School**”).

**WHEREAS**, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences (see Exhibit B for a list of programs and Exhibit C for program-specific requirements) in connection with students of the School.

**NOW, THEREFORE**, it is understood and agreed upon by the parties hereto as follows:

**A. SCHOOL RESPONSIBILITIES:**

1. **Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.

2. **Student professional liability insurance.**

(i) State Colleges and Universities

If the School is a state college or university, the School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility.

(a) General Liability: Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party.

(b) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(c) Provided further, in the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

(ii) Other Colleges and Universities

Unless otherwise specified in Exhibit C, the School shall require students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program. The School shall require students participating in the program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

**3. Designation of liaison to Facility; communications relating to clinical placements.**

The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

**4. Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall provide evidence that student has met all requirements of CPR certification, hepatitis B vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB.

**5. Criminal background check and drug screen compliance.** Where applicable, a criminal background check and drug screen, as specified in Exhibit C, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by policy.

**6. School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

- (a) Follow the administrative policies, standards, and practices of the Facility.
- (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (c) Provide his/her own transportation and living arrangements.

(d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.

(e) Conform to the standards and practices established by the School while functioning at the Facility.

(f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.

(g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of JCAHO and/or other relevant accrediting or regulatory bodies.

## **B. FACILITY RESPONSIBILITIES:**

1. **Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures.

2. **Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

3. **Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.

4. **Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.

5. **Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the clinical program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.

6. **Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

7. **School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

8. **Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.

9. **FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

### **C. OTHER RESPONSIBILITIES:**

1. **Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("**Business Associate**"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed by the parties, abide by the conditions and requirements as stated in Exhibit D through the remainder of the term of this Agreement.

2. **Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

3. **Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical education program with prior notice to the School and adequate time for the School to



reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

**4. Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.

**5. Removal of students.**

(a) The School has the right to remove a student from a clinical education program. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in a clinical education program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

**D. TERM OF AGREEMENT:**

The term of this Agreement shall be for three (3) years, to commence on **May 1, 2011** and terminate on **April 30, 2014**. Either party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

**E. ADDITIONAL TERMS:**

1. **Ethical and Religious Directives.** The parties acknowledge that Hospital is operated in accordance with the *Ethical and Religious Directives for Catholic Healthcare Services* as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church ("**Ethical and Religious Directives**"), and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Hospital. It is the intent and agreement of the parties that neither this Agreement nor any part hereof shall be construed to require Hospital to violate said Ethical and Religious Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Ethical and Religious Directives.

2. **Stipulations as to liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

3. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the parties in Exhibit C to this agreement.

4. **Qualifications of School faculty.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.

5. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.

6. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

7. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

8. **Non-Discrimination.** The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

9. **Employment status.** No assigned student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.

10. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

St. Anthony's Memorial Hospital  
503 North Maple Street  
Effingham, IL 62401  
Attention: Daniel J. Woods, President & CEO  
Facsimile: (217) 347-1563  
Telephone: (217) 347-1495

With a Copy to:

Facility Legal Counsel at:  
c/o St. John's Hospital  
800 E. Carpenter  
Springfield, IL 62769  
Attention: Amy K. Bulpitt, VP of Legal Affairs-CRD & SRD HSHS  
Associate General Counsel  
Facsimile: (217) 535-3989  
Telephone: (217) 544-6464, ext. 48336

If to the School:

Program in:  
Pauletta D. Gullett, RN, CRRN  
Health Programs Lead Instructor  
Lincoln Trail College  
11220 N. State Highway 1  
Robinson, IL. 62454  
618-544-8657 X 1383

With a Copy to: N/A

The School Legal Counsel at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

or to such other addresses as the parties may specify in writing from time to time.

11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

13. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. **Agreement binding on parties successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

15. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

**St. Anthony's Memorial Hospital  
of the Hospital Sisters of the  
Third Order of St. Francis**  
Facility Name

**Lincoln Trail College**  
School Name

\_\_\_\_\_  
Printed Name: Daniel J. Woods

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: President & CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Pharmacy Tech Internship  
(Program Name)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Facility Sites:**

St. Anthony's Memorial Hospital  
503 North Maple Street  
Effingham, IL

**EXHIBIT B**

**Programs:**

**Pharmacy Tech**

## EXHIBIT C

### PROGRAM SPECIFIC REQUIREMENTS

(Each program shall have its own program specific requirement checklist)

Facility: St. Anthony's Memorial Hospital  
 School: Lincoln Trail College  
 Program: All Listed above

| <b>Facility requires:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Yes</b>                          | <b>No</b>                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1) Proof of general and medical professional liability protection for its students and faculty assigned to the FACILITY in a minimum amount of \$1 million per occurrence for professional liability and \$200,000 for general liability insurance. (paragraph A.2)                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2) Verification that students have met requirements for: (paragraph A.4)                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |                          |
| a) CPR certification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Immunizations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                          |
| i) Chickenpox (Varicella)- must have history of having Chickenpox disease, proof of immunity by titer <u>or</u> have received two doses of the varicella vaccine (Varivax) given one month apart.                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| ii) TB screening- a QuantiFERON TB Gold test within 90 days of start date or a TB skin test (TST) within 90 days of start date <u>plus</u> documentation of one other TST in the 365 days previous to start date.                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iii) If neither of these options is available, then the requirement is a 2-step TST within 90 days of start date. A 2-step TST is one test then another 7-21 days later.                                                                                                                                                                                                                                                                                                                               |                                     |                          |
| iv) Rubella (German measles) immunization –Immunity required by documentation of one live dose of Rubella vaccine given on or after first birthday or positive Rubella titer. If Rubella titer is negative, immunization is required unless pregnant.                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| v) Rubeola (Red measles) immunization- Immunity required by documentation of two live doses of Rubeola vaccine given on or after first birthday <u>or</u> positive Rubeola titer.                                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| vi) Mumps immunization in 1969 or later written documentation of immunization of two live doses of mumps vaccine at 12 months of age or later or positive Mumps titer.                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| vii) MMR (Mumps, Measles, Rubella) immunization. (Two doses of MMR separated by more than one month and given on or after the first birthday eliminate the need for iv., v., vi. above.)                                                                                                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| viii) Adult Tetanus-Diphtheria (Td) vaccine <u>or</u> proof of 1-time dose of Adult Tetanus, Diphtheria & Pertussis (Tdap) vaccine must be current within 10 years.                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Compliance with OSHA requirements for prevention of transmission of blood born pathogens and TB                                                                                                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3) The Facility, through the Employee Health Service, shall provide for post-exposure testing of source individual after all occupational blood/body fluid exposures which occur within the Facility and are reported on Facility's incident report forms. Beyond such testing, the School shall assume responsibility for its employees and students as follow-up to reported exposures of any kind (including blood/body fluid and any other type of exposure to infectious disease and/or hazardous | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| material).                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                     |                          |
| 4) Criminal background check (paragraph A.5) effective 1/1/09<br>a) If yes, type of check _____                                                                                                                                                                                                                                                                                                                                                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5) Drug screen (paragraph A.5) effective 1/1/09<br>a) If yes, type of screening: <b>5 Panel (minimum)</b>                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6) Evidence of relevant faculties' certifications or licensures (paragraph E.1)                                                                                                                                                                                                                                                                                                                                                                                       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7) Student/Practitioner/contractor shall conduct his/her/its practice and professional activities (or duties and responsibilities pursuant to this contract) in accordance with the "Ethical and Religious Directives for Catholic Healthcare Services" published by the United States Conference of Catholic Bishops, and the Ethical Directives of the Hospital, or any succeeding documents which may be adopted by the USCCB or the Hospital or their successors. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <b>School requires:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |                          |
| 1) Copy of relevant Facility policies (paragraph B.9)                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2) Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3) Other _____                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>            | <input type="checkbox"/> |



## EXHIBIT D

# HIPAA COMPLIANCE AGREEMENT BUSINESS ASSOCIATE

**This Agreement**, dated April 1, 2011 (“Effective Date”) is entered into by and between **St. Anthony’s Memorial Hospital of the Hospital Sisters of the Third Order of St. Francis** (the “Covered Entity”) and **Lincoln Trail College** (the “Business Associate”) (each a “Party” and collectively the “Parties”).

### BACKGROUND AND RECITALS

#### **Business Associate provides (describe services) to Covered Entity.**

The purpose of this agreement is to enable the Parties to comply with the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8), its implementing regulations issued by the U.S. Department of Health and Human Services and HITECH (as defined in Section 1.2) (collectively, “HIPAA”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in HIPAA.

**WHEREAS**, the Business Associate may be provided with, have access to, and/or regularly uses, discloses or creates Protected Health Information in its performance of services for the Covered Entity; and

**WHEREAS**, both Parties are committed to complying with HIPAA;

**NOW THEREFORE**, the Parties agree as follows:

#### Section 1. **General Obligation; Conflicts; HITECH**

- 1.1. As of the Effective Date, this Agreement applies to all past, present, and future contracts and relationships between Covered Entity and Business Associate, written or unwritten, formal or informal, in which Covered Entity provides any Protected Health Information to Business Associate in any form whatsoever. This Agreement amends all existing agreements between Covered Entity and Business Associate relating to the use or disclosure of Protected Health Information whether or not specifically referenced therein. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any other agreement between Covered Entity and Business Associate, relating to Protected Health Information, the provisions of this Agreement shall govern unless the parties specifically agree to the contrary in writing.
- 1.2. The parties acknowledge and agree that the Health Information Technology for Economic and Clinical Health Act and its implementing regulations as amended from time to time (“HITECH”) impose new requirements with respect to privacy, security and breach notification. The HITECH provisions applicable to business associates will be collectively referred to as the “HITECH BA Provisions.” The provisions of HITECH and the HITECH BA Provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety. Notwithstanding anything to the contrary, the HITECH BA Provisions will be effective: (I) with respect to any security breach notification provision, September 23, 2009; and (II) with respect to the other HITECH BA Provisions, February 17, 2010 or such subsequent date as may be specified in HITECH.

## Section 2. **Scope of Permitted Uses and Disclosures**

2.1 Business Associate acknowledges that Covered Entity is the owner of all Protected Health Information that Business Associate receives from or creates or receives on behalf of Covered Entity. Business Associate agrees that it will not use and or disclose Protected Health Information other than as permitted or required by the Agreement or as otherwise Required By Law. Business Associate is permitted to use or disclose Protected Health Information as set forth below:

- (a) Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;
- (b) Disclose Protected Health Information for the proper management and administration of Business Associate, provided that such disclosures are Required by Law, or Business Associate obtains a written confidentiality agreement from the person to whom the information is disclosed obligating such person to (I) keep the information confidential, (II) use or further disclose the information only as Required by Law or for the purpose for which it was disclosed to the person and (III) notify Business Associate of any instances of which it is aware in which the confidentiality of the information may have been breached;
- (c) Use Protected Health Information to provide Data Aggregation services relating to the Health Care Operations of Covered Entity if required or permitted under Business Associate's agreement with Covered Entity; and
- (d) De-identify Protected Health Information, consistent with applicable HIPAA requirements if permitted by Business Associate's agreement with Covered Entity.

2.2 Business Associate may disclose Protected Health Information to, and permit the use of Protected Health Information by, its workforce including employees, contractors, subcontractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services for or on the behalf of the Covered Entity. Disclosure of Protected Health Information to, and the use of Protected Health Information by, contractors, subcontractors, agents and other representatives is also subject to Section 3 below.

2.3 Business Associate represents and warrants that it shall request from Covered Entity no more than the minimum Protected Health Information necessary to perform its services for the Covered Entity.

2.4 Business Associate shall not use or disclose Protected Health Information in a manner (I) that is inconsistent with the Covered Entity's obligations under HIPAA, or (II) that would violate the HIPAA if disclosed or used in such a manner by the Covered Entity.

## Section 3. **Use by and Disclosure to Business Associate's Contractors, Subcontractors, Agents, and Representatives**

3.1 Prior to disclosing any Protected Health Information to any contractor, subcontractor, agent, or other representative that is authorized to receive, use, or have access to Protected Health Information under Business Associate's agreement with Covered Entity, Business Associate shall require such person to enter into agreements with its contractors, subcontractors, agents or other representatives obligating them to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to Business Associate under this

Agreement. If Business Associate has workforce located outside the United States, Business Associate will obtain Covered Entities written permission before disclosing PHI to those workforce members, subcontractors or agents.

#### **Section 4. Safeguards for the Protection of Health Information Provisions.**

- 4.1 Business Associate shall use appropriate administrative, technical and physical safeguards to prevent use or disclosure of Protected Health Information other than as permitted by this Agreement. In addition, Business Associate will develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with HIPAA, to preserve the Confidentiality, Integrity, and Availability of the Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. To prevent any non-permitted or violating use or disclosure of Protected Health Information, Business Associate will document and keep these safeguards current. Business Associate shall document such information about safeguards as Covered Entity may from time to time request. Furthermore, upon request, Business Associate shall give Covered Entity access for inspection and copying to Business Associate's facilities used for maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI for the purpose of determining Business Associate's compliance with its obligations under this agreement.
- 4.2 If Business Associate conducts Standard Transactions for or on behalf of Covered Entity, Business Associate will comply, and will require each contractor, subcontractor, agent or representative involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Business Associate will not enter into, or permit its contractors, subcontractors, agents or representatives to enter into any trading partner agreement in connection with the standard of Standard Transactions for or on behalf of Covered Entity that: (I) changes the definition, Health Information Condition, or use of a Health Information Element or Segment in any Standard; (II) adds any Health Information Elements or Segments to the maximum defined Health Information Set; (III) uses any code or Health Information Elements that are marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specification(s); or (IV) changes the meaning or intent of the Standard's Implementation Specification(s).

#### **Section 5 Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures**

- 5.1 Business Associate will report to the Privacy Officer of Covered Entity, in writing, any acquisition, access, use or disclosure of Protected Health Information that is not permitted or required by this Agreement, without unreasonable delay, but in no event more than one (1) business day after discovery by Business Associate of such unauthorized acquisition, access, use or disclosure. This reporting obligation shall include acquisitions, access, uses or disclosures by Business Associate, its employees, contractors, subcontractors, agents, representatives or any third party to which Business Associate disclosed Protected Health Information. Without limiting the foregoing, Business Associate shall report the acquisition, access use or disclosure even if it determines that the acquisition, access, use or disclosure does not pose a significant risk of financial, reputational or other harm to the individual who is the subject of Protected Health Information.
- 5.2 Business Associate shall report to the Privacy Officer of Covered Entity any Security Incident involving Protected Health Information of which it becomes aware, without unreasonable delay, but in no event more than one (1) business day after Business Associate becomes aware of the Security Incident. Business Associate shall report the Security Incident in the following manner: (I) any actual successful Security Incident will be reported to the Covered Entity in writing without unreasonable delay, and (II) any attempted, unsuccessful Security Incident of which

Business Associate becomes aware will be reported to Covered Entity orally or in writing on a reasonable basis as requested by the Covered Entity. If the HIPAA regulations are amended to remove the requirement to report unsuccessful attempts at unauthorized access, the requirement hereunder to report such unsuccessful attempts will not longer apply as of the effective date of the amendment. For the purpose of this Section 5.2, "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

- 5.3 Business Associate will report to the Privacy Officer of Covered Entity, in writing, any Breach of Protected Health Information, without unreasonable delay, but in any event no more than one (1) business day (or any shorter period required under applicable state law) after discovery by Business Associate of such Breach. This reporting obligation shall include Breaches by Business Associate, its employees, contractors, subcontractors, agents and/or representatives. Each report of a Breach will contain all available information, including: (I) identify the nature of the non-permitted or violating use or disclosure; (II) identify the Protected Health Information used or disclosed; (III) identify who made the non-permitted or violating use or disclosure; (IV) identify who received the non-permitted or violating use or disclosure; (V) identify what corrective action the Business Associate took or will take to prevent further non-permitted or violating uses or disclosures; and (VI) identify what Business Associate did or will do to mitigate any harmful effect of the non-permitted or violating use or disclosure; and (VII) provide such other information as Covered Entity may request. In the event all information concerning a Breach cannot be obtained within the time frames described in this Section 5.3, the Business Associate shall supplement its previous report as soon as information becomes available.

Notification to individuals. At the Covered Entities option, the Business Associate will be responsible for notifying individuals of the occurrence when the Covered Entity requires notification and to pay any cost of such notifications, as well as any costs associated with the breach, including but not limited to credit monitoring. The Business Associate must obtain the Covered Entities' approval of the time, manner and content of any such notifications, provide the Covered Entity with copies of the notification, and provide the notification within sixty (60) days after discovery of the breach. The Business Associate shall have the burden of demonstrating to the Covered Entity that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the 60 day calendar notification requirement to affected individuals after the discovery of the breach by the Covered Entity or Business Associate.

Red Flag Rules. The Business Associate shall be responsible for implementation of the Identity Theft Monitoring Policy and Procedure to protect patient information that may be breached by the Business Associate under the Federal Trade Commission Regulations Red Flag Rules.

- 5.4 Business Associate will work diligently and cooperatively with Covered Entity to establish procedures and to take appropriate steps, to mitigate, to the extent reasonably possible, any harmful effects that are known to Business Associate of any Breach or unauthorized acquisition, access, use and/or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. The Business Associate shall reasonable cooperative with Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its PHI, including complying with reasonable Corrective Action Plan.

Section 6      **Additional Responsibilities of Business Associate with Respect to Protected Health Information**

- 6.1 Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity (upon Covered Entity's written request) and/or to the Secretary, within five (5) business days of receiving such request, or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule. Business Associate shall promptly notify Covered Entity of communications with HHS regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available to HHS under this provision.
- 6.2 The Business Associate shall make available to the Covered Entity the information in the Business Associate's possession required for the Covered Entity to make an accounting of disclosures required by 45 C.F.R. § 164.528 within five (5) business days of notice by the Covered Entity to the Business Associate that it has received a request for an accounting of disclosures of Protected Health Information. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (I) the date of the disclosure, (II) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (III) a brief description of the Protected Health Information disclosed, and (IV) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall within five (5) business days forward such request to the Covered Entity.
- a) Business Associate must have available for Covered Entity the disclosure information required for the six years period preceding Covered Entity's request for the disclosure information
- 6.3 Within five (5) business days of receiving a request from Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- 6.4 Business Associate agrees, within five (5) business days of receiving a request from Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R § 164.526.
- 6.5 In the event Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party which would require the production of PHI received from, or created for, Covered Entity, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity to afford Covered Entity the opportunity to timely respond to the demand for its PHI as Covered Entity determines appropriate.

Section 7.      **Term and Termination for Material Deficiency**

- 7.1 The Agreement shall remain in effect from the Effective Date until terminated pursuant to Section 7.2 or without cause upon either party providing thirty (30) days advance written notice of its intent to terminate the Agreement.
- 7.2 Covered Entity may immediately terminate this Agreement (and the then-existing relationship with the Covered Entity) if Covered Entity makes the determination that Business Associate has failed to adhere to a material term of this amendment. Alternatively, in Covered Entity's sole discretion, exercise any of its rights to reports, access and inspections under this agreement;

and/or require Business Associate to submit to a plan of monitoring and report as Covered Entity may determine necessary to maintain compliance with this Agreement; and/or Covered Entity may provide Business Associate with thirty (30) days to cure or end the violation. In the event Business Associate fails to cure the material deficiency or end the violation within such time period, Covered Entity may immediately terminate the Agreement. Covered Entity may also provide notice of infractions to the Secretary of Health and Human Services or Office of Civil Rights and may be required to follow notice requirements prescribed by 45 C.F.R. §164.404.

- 7.3 Upon termination of the Agreement, for any reason, Business Associate shall recover any Protected Health Information in the possession of its permitted subcontractors, agents, or representatives and shall return to the Covered Entity or destroy all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity within 30 days of conclusion of this agreement. If it is not feasible for Business Associate to return or destroy the Protected Health Information as described above, Business Associate shall notify Covered Entity in writing. The notification shall include (I) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (II) the specific reasons for such determination. If Covered Entity agrees, in its reasonable discretion, that the Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall extend the protections, limitations and restrictions contained in this Agreement to such Protected Health Information and limit further uses or disclosures of such Protected Health Information to the purposes that makes the return or destruction of the Protected Health Information infeasible for so long as Business Associate maintains such Protected Health Information.
- 7.4 Business Associate's obligation to protect the privacy of Protected Health Information is continuous and survives any termination, cancellation, expiration, or any other conclusion of this Agreement or any other agreement between the parties.

#### Section 8. **Notices**

- 8.1 All notices and other communications under this Agreement must be given in writing and shall be deemed received (a) when delivered personally; (b) 72 hours after being deposited in the U.S. mail, postage prepaid, sent registered or certified mail, return receipt requested; (c) when delivered by a nationally-recognized and receipted overnight courier service; or (d) when delivered via facsimile transmission, to the Party at its respective principal business location. No notice of a change of address shall be effective until received by the other Party
- 8.2 Except as provided in Section 3.1 of this Amendment, nothing expressed or implied in this Amendment is intended to confer, nor shall anything herein confer, upon any person other than the Parties, and their respective successors and assigns, any rights, remedies, obligations, or liabilities whatsoever.

#### Section 9. **Indemnification**

- 9.1 Business Associate agrees to indemnify and hold harmless Covered Entity from any claim, liability, loss or damage, or judgment involving a third party including costs and attorney fees and fees incurred for providing notice as required by 45 C.F.R. §§ 164.404 and 164.406, incurred by Covered Entity as a result of Business Associate's, and/or its contractors', subcontractors', agents' or representatives', violation of this Agreement, as well as HIPAA.

Section 10. **Amendment to this Agreement**

10.1 This Agreement shall be automatically amended to implement the requirements of any amendment to HIPAA or other applicable state or federal laws and ensure that the Parties remain in compliance with the law, effective upon the effective date of any such amendment.

Section 11. **Miscellaneous**

11.1 Regulatory References: A reference in this Agreement to a section in HIPAA means the section as in effect or as amended.

11.2 No Third Party Beneficiaries: The Parties have not created and do not intend to create by this Agreement any third party rights, including, but not limited to, third party rights for Patients.

11.3 Survival: The respective rights and obligations of Business Associate under Section 7 of this Agreement shall survive the termination of this Agreement.

11.4 Interpretation: Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by duly authorized officers in its name and on its behalf.

**COVERED ENTITY:**  
**St. Anthony's Memorial Hospital  
of the Hospital Sisters of the  
Third Order of St. Francis**

**BUSINESS ASSOCIATE:**  
**Lincoln Trail College**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Daniel J. Woods

Print Name: \_\_\_\_\_

Print Title: President & CEO

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
LINCOLN TRAIL COLLEGE  
PHARMACY TECHNICIAN PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16 day of May, 2011, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as LTC) and The Medicine Shoppe, Newton, IL (hereinafter referred to as AGENCY).  
*[Identify Above: Agency, City, and State]*

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical pharmacy technician laboratory practice by students of the Pharmacy Technician Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the pharmacy technician 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 pharmacy service for observation and participation by the students and faculty of LTC'S Pharmacy Technician 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. 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 pharmacy technician laboratory practice, and will be available to the pharmacy technician students.

The specific assignment of learning experiences to specific students will be made and arranged by the Pharmacy Technician Faculty on behalf of LTC, in consultation with the Supervisor or Coordinator on behalf of 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 AGENCY supervisor or coordinator will be responsible for maintaining proper standards of pharmacy technician services and safeguard of clients served by students. The AGENCY will retain full and final decisions for client care assigned to pharmacy technician 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 the AGENCY, and will comply with the policies of the health AGENCY.

Pharmacy technician 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 pharmacy technician practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in pharmacy technician 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 Pharmacy Technician faculty of LTC overseeing students in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. LTC will provide orientation to 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. Pharmacy Technician students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

10. The AGENCY will supply space for storage of student personal items not in use while students are practicing at the AGENCY, and conference room facilities for use of faculty and students as needed.
11. An annual review of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written 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 \_\_\_\_\_, 2011.

AGENCY

LINCOLN TRAIL COLLEGE

\_\_\_\_\_  
Pharmacy Director

\_\_\_\_\_  
Pharmacy Technician Faculty Member

\_\_\_\_\_  
Pharmacy Administrator

\_\_\_\_\_  
College Dean

\_\_\_\_\_  
College President

\_\_\_\_\_  
Chairman, Board of Trustees  
Illinois Eastern Community Colleges

psq:6/13/06

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
LINCOLN TRAIL COLLEGE  
PHARMACY TECHNICIAN PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16 day of May, 2011, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as LTC) and Bertram's Pharmacy, Robinson, IL (hereinafter referred to as AGENCY). *[Identify Above: Agency, City, and State]*

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical pharmacy technician laboratory practice by students of the Pharmacy Technician Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the pharmacy technician 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 pharmacy service for observation and participation by the students and faculty of LTC'S Pharmacy Technician 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. 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 pharmacy technician laboratory practice, and will be available to the pharmacy technician students.

The specific assignment of learning experiences to specific students will be made and arranged by the Pharmacy Technician Faculty on behalf of LTC, in consultation with the Supervisor or Coordinator on behalf of 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 AGENCY supervisor or coordinator will be responsible for maintaining proper standards of pharmacy technician services and safeguard of clients served by students. The AGENCY will retain full and final decisions for client care assigned to pharmacy technician 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 the AGENCY, and will comply with the policies of the health AGENCY.

Pharmacy technician 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 pharmacy technician practice will not be permitted to use the AGENCY'S facilities. Students who have disabilities which may not negate success in pharmacy technician 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 Pharmacy Technician faculty of LTC overseeing students in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
7. LTC will provide orientation to 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. Pharmacy Technician students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

10. The AGENCY will supply space for storage of student personal items not in use while students are practicing at the AGENCY, and conference room facilities for use of faculty and students as needed.
11. An annual review of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written 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 \_\_\_\_\_, 2011.

AGENCY

LINCOLN TRAIL COLLEGE

\_\_\_\_\_  
Pharmacy Director

\_\_\_\_\_  
Pharmacy Technician Faculty Member

\_\_\_\_\_  
Pharmacy Administrator

\_\_\_\_\_  
College Dean

\_\_\_\_\_  
College President

\_\_\_\_\_  
Chairman, Board of Trustees  
Illinois Eastern Community Colleges

psq:6/13/06

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
LINCOLN TRAIL COLLEGE  
PHARMACY TECHNICIAN PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16 day of May, 2011, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as LTC) and Lovins Pharmacy, Grayville, IL (hereinafter referred to as AGENCY).  
[Identify Above: Agency, City, and State]

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical pharmacy technician laboratory practice by students of the Pharmacy Technician Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the pharmacy technician 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 pharmacy service for observation and participation by the students and faculty of LTC'S Pharmacy Technician 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. 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 pharmacy technician laboratory practice, and will be available to the pharmacy technician students.

The specific assignment of learning experiences to specific students will be made and arranged by the Pharmacy Technician Faculty on behalf of LTC, in consultation with the Supervisor or Coordinator on behalf of the AGENCY.

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AGENCY

\_\_\_\_\_  
Pharmacy Director

\_\_\_\_\_  
Pharmacy Administrator

LINCOLN TRAIL COLLEGE

\_\_\_\_\_  
Pharmacy Technician Faculty Member

\_\_\_\_\_  
College Dean

\_\_\_\_\_  
College President

\_\_\_\_\_  
Chairman, Board of Trustees  
Illinois Eastern Community Colleges

psq:6/13/06



ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
LINCOLN TRAIL COLLEGE  
PHARMACY TECHNICIAN PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16 day of May, 2011, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as LTC) and CVS, Mt. Carmel, IL (hereinafter referred to as AGENCY).  
[Identify Above: Agency, City, and State]

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical pharmacy technician laboratory practice by students of the Pharmacy Technician Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the pharmacy technician students and faculty of LTC for the desired purpose,

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LINCOLN TRAIL COLLEGE

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Pharmacy Director

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Pharmacy Technician Faculty Member

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College President

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Chairman, Board of Trustees  
Illinois Eastern Community Colleges

psq:6/13/06

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
LINCOLN TRAIL COLLEGE  
PHARMACY TECHNICIAN PROGRAM

AFFILIATION AGREEMENT

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*[Identify Above: Agency, City, and State]*

WITNESSETH THAT:

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AGENCY

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Pharmacy Director

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Pharmacy Technician Faculty Member

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Pharmacy Administrator

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College Dean

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College President

\_\_\_\_\_  
Chairman, Board of Trustees  
Illinois Eastern Community Colleges

psq:6/13/06

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
LINCOLN TRAIL COLLEGE  
PHARMACY TECHNICIAN PROGRAM

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 16 day of May, 2011, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as LTC) and Sarah Bush Lincoln Health Center(hereinafter referred to as AGENCY).  
*[Identify Above: Agency, City, and State]*

WITNESSETH THAT:

WHEREAS, LTC desires to make use of the AGENCY's facilities for clinical pharmacy technician laboratory practice by students of the Pharmacy Technician Program for the COLLEGE and

WHEREAS, the AGENCY has agreed to make its facilities available to the pharmacy technician students and faculty of LTC for the desired purpose,

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IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the \_\_\_\_ day of \_\_\_\_\_, 2011.

AGENCY

LINCOLN TRAIL COLLEGE

\_\_\_\_\_  
Pharmacy Director

\_\_\_\_\_  
Pharmacy Technician Faculty Member

\_\_\_\_\_  
Pharmacy Administrator

\_\_\_\_\_  
College Dean

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College President

\_\_\_\_\_  
Chairman, Board of Trustees  
Illinois Eastern Community Colleges

psq:6/13/06

**Agenda Item #10**

**Bid Committee Report**

## BID COMMITTEE REPORT

May 17, 2011

### Olney Central College

2. Used 2008 or Newer Vehicle

### International

2. Used 2009 or Newer Mini-Van

TO: Board of Trustees  
FROM: Bid Committee  
SUBJECT: Bid Recommendation – Used 2008 or Newer Vehicle  
DATE: May 17, 2011

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

The Bid Committee recommends acceptance of the bid received from Max Dye located in Salem, Illinois for a 2010 Chevrolet Impala LS with 25,244 miles for a total bid of \$14,199.00.

Bid tabulation sheet is attached.

Respectfully submitted,

Roger Browning  
Terry Bruce  
Rodney Ranes  
Harry Hillis, Jr.

Source of Funds: Educational Fund

Department: Allied Health

Rationale for Purchase: Vehicle is needed to upgrade fleet. 1998 Chevrolet Lumina with 187,000 miles is being traded in on the purchase.

The "Advertisement for Bids" was placed in the Wayne County Press for one (1) day.

**Olney Central College  
Used 2008 or Newer Vehicle  
BID TABULATION**

| <b>Company</b>                               | <b>Year/Make/Model</b>   | <b>Mileage</b> | <b>Bid</b> | <b>Less Trade-in</b> | <b>Total Bid</b> |
|----------------------------------------------|--------------------------|----------------|------------|----------------------|------------------|
| Max Dye<br>Salem, IL                         | 2010 Chevrolet Impala LS | 25,244         | 15,995     | 2,000                | \$14,199.00      |
| LeMond's Chrysler<br>Center<br>Fairfield, IL | 2008 Chevrolet Impala    | 23,102         | 14,900     | 800                  | 14,300.00        |
| LeMond's Chrysler<br>Center<br>Fairfield, IL | 2010 Dodge Avenger SXT   | 18,983         | 16,995     | 2,595                | 14,604.95        |
| Eagleson's Automotive<br>Olney, IL           | 2010 Chevrolet Impala    | 26,000         | \$15,900   | \$1,000              | 14,900.00        |
| Vic Koenig<br>Carbondale, IL                 | 2010 Chevrolet Malibu    | 38,765         | 15,100     | 200                  | 15,273.00        |
| Terry Wiseman's<br>Robinson, IL              | 2010 Sedan Dodge Charger | 18,000         | 21,064     | 4,395                | *16,669.00       |
| Eagleson's Automotive<br>Olney, IL           | 2010 Chevrolet Malibu    | 19,000         | 18,000     | 1,000                | 17,000.00        |

\* License & title fee not included in bid

Used 2008 or Newer Vehicle meeting the following specifications: (In stock)

Mid-sized Sedan  
Less than 30,000 miles  
Remainder of original factory warranty  
4-Door  
V-6 engine  
Automatic transmission  
Power brakes  
Cruise control  
Power steering  
Tilt steering wheel (optional)  
AM/FM radio  
Power locks  
Floor mats front and rear (optional)  
Body and interior to be in excellent condition  
Interior must be smoke free/odor free

To include trade-in of 1998 Chevrolet Lumina with approximately 187,000 miles - can be seen at Olney Central College in Olney, Illinois.

NOTE: Following Board approval, bid will be awarded on May 17, 2011

All freight, delivery, municipal license and title charges must be **included in bid.**

YEAR \_\_\_\_\_ COLOR \_\_\_\_\_ MILEAGE \_\_\_\_\_

MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

BID \$ \_\_\_\_\_ LESS TRADE-IN \$ \_\_\_\_\_ TOTAL BID \$ \_\_\_\_\_

DELIVERY DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO \_\_\_\_\_

FAX NO \_\_\_\_\_

DATE \_\_\_\_\_

*Note: Please submit bid in duplicate.*

TO: Board of Trustees

FROM: Bid Committee

SUBJECT: Bid Recommendation – Used 2009 or Newer Mini-Van

DATE: April 19, 2011

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

The Bid Committee recommends acceptance of the bid received from **Eagleson's Automotive** located in Olney, Illinois for a **2009 Dodge Caravan** with 29,000 miles for a total bid of **\$17,350.00**.

Bid tabulation sheet is attached.

Respectfully submitted,

Roger Browning  
Terry Bruce  
Pam Madden  
Harry Hillis, Jr.

Source of Funds: Auxiliary Fund  
Education Fund

Department: International

Rationale for Purchase: Van is needed to upgrade fleet. Vans will be used by staff.

The "Advertisement for Bids" was placed in the Wayne County Press for one (1) day.

**International  
Used 2009 or Newer Mini-Van  
BID TABULATION**

| <b>Company</b>                     | <b>Year/Make/Model</b>          | <b>Mileage</b> | <b>Total Bid</b> |
|------------------------------------|---------------------------------|----------------|------------------|
| Eagleson's Automotive<br>Olney, IL | 2009 Dodge Grand Caravan        | 29,000         | 17,350           |
| Max Dye<br>Salem, IL               | 2010 Dodge Grand Caravan        | 26,717         | 18,304           |
| Vic Koenig<br>Carbondale, IL       | 2010 Chrysler Town &<br>Country | 43,194         | 18,873           |
| Ford Square<br>Mt. Vernon, IL      | 2010 Dodge Grand Caravan        | 16,993         | 19,021           |
| Eagleson's Automotive<br>Olney, IL | 2010 Dodge Grand Caravan        | 9,000          | 22,080           |



**Used 2009 or newer mini-van meeting the following specifications: (In stock)**

- No more than 30,000 miles
- Remainder of original factory warranty
- Center and rear fold-into-floor seats (preferable)
- V-6 engine
- Automatic transmission
- Power brakes
- Power steering
- Power locks
- Front and rear heat and air conditioning
- Cruise control
- AM/FM radio
- Floor mats front and rear
- Body and interior to be in excellent condition
- Interior must be smoke free/odor free

NOTE: Following Board approval, bid will be awarded on May 17, 2011.

**All freight, delivery, municipal license and title charges are included in bid.**

VAN  
YEAR \_\_\_\_\_ COLOR \_\_\_\_\_ MILEAGE \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

TOTAL BID \$ \_\_\_\_\_

DELIVERY DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

DATE \_\_\_\_\_

*Note: Please submit bid in duplicate*

**Agenda Item #11**

**District Finance**

- A. Financial Report**
- B. Approval of Financial Obligations**

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
April 30, 2011**

| <b>FUND</b>                           | <b>BALANCE</b>        |
|---------------------------------------|-----------------------|
| Educational                           | \$4,968,066.64        |
| Operations & Maintenance              | \$197,710.07          |
| Operations & Maintenance (Restricted) | \$119,436.19          |
| Bond & Interest                       | \$310,194.56          |
| Auxiliary                             | \$568,208.91          |
| Restricted Purposes                   | (\$356,976.46)        |
| Working Cash                          | \$204,250.39          |
| Trust & Agency                        | \$399,606.15          |
| Audit                                 | (\$15,113.23)         |
| Liability, Protection & Settlement    | \$313,395.58          |
| <br>                                  |                       |
| <b>TOTAL ALL FUNDS</b>                | <b>\$6,708,778.80</b> |

Respectfully submitted,

Roger Browning, Treasurer

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Combined Balance Sheet - All Funds**  
**April 30, 2011**

|                                                  | <b>ALL FUNDS</b>                |
|--------------------------------------------------|---------------------------------|
|                                                  | <b>Fiscal<br/>Year<br/>2011</b> |
| <b>ASSETS:</b>                                   |                                 |
| CASH                                             | 6,708,779                       |
| IMPREST FUND                                     | 22,000                          |
| CHECK CLEARING                                   | 12,500                          |
| INVESTMENTS                                      | 18,190,000                      |
| RECEIVABLES                                      | 5,134,361                       |
| ACCRUED REVENUE                                  | -                               |
| INTERFUND RECEIVABLES                            | -                               |
| INVENTORY                                        | 651,529                         |
| OTHER ASSETS                                     | 982,988                         |
| TOTAL ASSETS AND OTHER DEBITS:                   | 31,702,157                      |
| <br><b>LIABILITIES:</b>                          |                                 |
| PAYROLL DEDUCTIONS PAYABLE                       | 321,679                         |
| ACCOUNTS PAYABLE                                 | 49,802                          |
| ACCRUED EXPENSES                                 | -                               |
| INTERFUND PAYABLES                               | -                               |
| DEFERRED REVENUE                                 | 2,389,973                       |
| OTHER LIABILITIES                                | 1,086,063                       |
| TOTAL LIABILITIES:                               | 3,847,517                       |
| <br><b>EQUITY AND OTHER CREDITS:</b>             |                                 |
| INVESTMENT IN PLANT                              | 3,030,328                       |
| PR YR BDGTD CHANGE TO FUND BALANCE               | 311,247                         |
| <br><b>FUND BALANCES:</b>                        |                                 |
| FUND BALANCE                                     | 21,886,174                      |
| RESERVE FOR ENCUMBRANCES                         | 2,626,891                       |
| TOTAL EQUITY AND OTHER CREDITS                   | 27,854,640                      |
| <br>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS | <br>31,702,157                  |

ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 AS OF April 30, 2011

ALL FUNDS

FY 2011  
 YEAR-TO-DATE

REVENUES:

|                        |            |
|------------------------|------------|
| LOCAL GOVT SOURCES     | 7,903,076  |
| STATE GOVT SOURCES     | 8,553,569  |
| STUDENT TUITION & FEES | 14,272,947 |
| SALES & SERVICE FEES   | 2,744,795  |
| FACILITIES REVENUE     | 7,120      |
| INVESTMENT REVENUE     | 162,466    |
| OTHER REVENUES         | 201,956    |
| TOTAL REVENUES:        | 33,845,929 |

EXPENDITURES:

|                          |            |
|--------------------------|------------|
| INSTRUCTION              | 10,393,428 |
| ACADEMIC SUPPORT         | 359,917    |
| STUDENT SERVICES         | 1,082,095  |
| PUBLIC SERV/CONT ED      | 53,256     |
| OPER & MAINT PLANT       | 2,380,515  |
| INSTITUTIONAL SUPPORT    | 6,248,569  |
| SCH/STUDENT GRNT/WAIVERS | 5,532,785  |
| AUXILIARY SERVICES       | 3,858,435  |
| TOTAL EXPENDITURES:      | 29,909,000 |

TRANSFERS AMONG FUNDS:

|                              |           |
|------------------------------|-----------|
| INTERFUND TRANSFERS          | 2,125,000 |
| TOTAL TRANSFERS AMONG FUNDS: | 2,125,000 |

|                                     |           |
|-------------------------------------|-----------|
| NET INCREASE/DECREASE IN NET ASSETS | 6,061,929 |
|-------------------------------------|-----------|

**Illinois Eastern Community Colleges**  
**Operating Fund - Income Statement**  
**CASH BASIS**  
**July 1, 2010 -- April 30, 2011**

| <b>REVENUES:</b>                           | <b>Education<br/>Fund</b> | <b>O &amp; M<br/>Fund</b> | <b>Total<br/>Operating<br/>Funds</b> |
|--------------------------------------------|---------------------------|---------------------------|--------------------------------------|
| Local Government Sources                   | 2,574,385                 | 1,104,664                 | 3,679,049                            |
| State Government Sources                   | 6,490,317                 | 2,063,252                 | 8,553,569                            |
| Net Tuition and Fees                       | 7,298,153                 | -                         | 7,298,153                            |
| Sales & Service Fees                       | 20,166                    | -                         | 20,166                               |
| Facilities Revenue                         | -                         | 6,570                     | 6,570                                |
| Investment Revenue                         | 90,103                    | 29,783                    | 119,886                              |
| Other Revenues                             | 144,156                   | 75                        | 144,231                              |
| <b>TOTAL REVENUES:</b>                     | <b>16,617,280</b>         | <b>3,204,344</b>          | <b>19,821,624</b>                    |
| <br>                                       |                           |                           |                                      |
| <b>EXPENDITURES:</b>                       |                           |                           |                                      |
| Salaries                                   | 12,627,372                | 672,466                   | 13,299,838                           |
| Employee Benefits                          | 1,525,399                 | 117,056                   | 1,642,455                            |
| Contractual Services                       | 232,782                   | 205,543                   | 438,325                              |
| Materials                                  | 921,110                   | 192,032                   | 1,113,142                            |
| Travel & Staff Development                 | 163,773                   | 3,166                     | 166,939                              |
| Fixed Charges                              | 198,563                   | 192,760                   | 391,323                              |
| Utilities                                  | 91,172                    | 897,343                   | 988,515                              |
| Capital Outlay                             | 100,956                   | 17,463                    | 118,419                              |
| Other                                      | 89,319                    | 1,621                     | 90,940                               |
| <b>TOTAL EXPENDITURES:</b>                 | <b>15,950,446</b>         | <b>2,299,450</b>          | <b>18,249,896</b>                    |
| <br>                                       |                           |                           |                                      |
| <b>TRANSFERS :</b>                         |                           |                           |                                      |
| Funding Bond Proceeds                      | 2,125,000                 | -                         | 2,125,000                            |
| Interfund Transfers                        | (1,095,182)               | -                         | (1,095,182)                          |
| <b>TOTAL TRANSFERS:</b>                    | <b>1,029,818</b>          | <b>-</b>                  | <b>1,029,818</b>                     |
| <br>                                       |                           |                           |                                      |
| <b>NET INCREASE/DECREASE IN NET ASSETS</b> | <b>1,696,652</b>          | <b>904,894</b>            | <b>2,601,546</b>                     |

**OPERATING FUNDS  
COMPARISON REPORT FY09-11**

| College             | Category | FISCAL YEAR 2009    |                     |            | FISCAL YEAR 2010    |                     |            | FISCAL YEAR 2011    |                     |            |            |
|---------------------|----------|---------------------|---------------------|------------|---------------------|---------------------|------------|---------------------|---------------------|------------|------------|
|                     |          | Estimated Budget    | Spent Thru April    | % of Bdgt  | Estimated Budget    | Spent Thru April    | % of Bdgt  | Estimated Budget    | Spent Thru April    | % of Bdgt  | % of Year  |
| Frontier            | Bills    |                     | \$2,100,310         |            |                     | \$1,556,888         |            |                     | \$1,488,689         |            |            |
|                     | Payroll  |                     | \$1,644,635         |            |                     | 1,865,736           |            |                     | 1,791,897           |            |            |
|                     | Totals   | \$4,457,801         | 3,744,945           | 84%        | \$4,502,379         | 3,422,624           | 76%        | \$4,322,284         | 3,280,586           | 76%        | 83%        |
| Lincoln Trail       | Bills    |                     | \$1,700,215         |            |                     | 1,235,270           |            |                     | 1,260,461           |            |            |
|                     | Payroll  |                     | \$2,121,260         |            |                     | 2,224,087           |            |                     | 1,984,371           |            |            |
|                     | Totals   | 4,575,110           | 3,821,475           | 84%        | \$4,620,861         | 3,459,357           | 75%        | \$4,436,027         | 3,244,832           | 73%        | 83%        |
| Olney Central       | Bills    |                     | \$2,234,568         |            |                     | 1,723,857           |            |                     | 1,759,485           |            |            |
|                     | Payroll  |                     | \$3,865,203         |            |                     | 4,354,253           |            |                     | 4,168,715           |            |            |
|                     | Totals   | 7,117,178           | 6,099,771           | 86%        | \$7,188,350         | 6,078,110           | 85%        | \$6,980,816         | 5,928,200           | 85%        | 83%        |
| Wabash Valley       | Bills    |                     | \$2,650,456         |            |                     | 2,007,574           |            |                     | 1,872,532           |            |            |
|                     | Payroll  |                     | \$2,852,392         |            |                     | 2,868,740           |            |                     | 2,660,746           |            |            |
|                     | Totals   | 6,340,835           | 5,502,848           | 87%        | \$6,404,243         | 4,876,314           | 76%        | \$5,955,946         | 4,533,278           | 76%        | 83%        |
| Workforce Educ.     | Bills    |                     | \$1,976,836         |            |                     | 2,271,561           |            |                     | 2,788,852           |            |            |
|                     | Payroll  |                     | \$1,044,104         |            |                     | 1,274,751           |            |                     | 1,357,009           |            |            |
|                     | Totals   | 3,887,648           | 3,020,940           | 78%        | \$4,150,932         | 3,546,312           | 85%        | \$4,663,081         | 4,145,861           | 89%        | 83%        |
| District Office     | Bills    |                     | \$217,656           |            |                     | 216,341             |            |                     | 194,669             |            |            |
|                     | Payroll  |                     | \$752,883           |            |                     | 718,190             |            |                     | 710,617             |            |            |
|                     | Totals   | 1,322,403           | 970,539             | 73%        | \$1,217,108         | 934,531             | 77%        | \$1,168,424         | 905,286             | 77%        | 83%        |
| District Wide       | Bills    |                     | \$1,429,088         |            |                     | 1,244,571           |            |                     | 1,094,792           |            |            |
|                     | Payroll  |                     | \$730,043           |            |                     | 675,704             |            |                     | 626,483             |            |            |
|                     | Totals   | 4,181,925           | 2,159,131           | 52%        | 4,364,077           | 1,920,275           | 44%        | 2,865,321           | 1,721,275           | 60%        | 83%        |
| <b>GRAND TOTALS</b> |          | <b>\$31,882,900</b> | <b>\$25,319,649</b> | <b>79%</b> | <b>\$32,447,950</b> | <b>\$24,237,523</b> | <b>75%</b> | <b>\$30,391,898</b> | <b>\$23,759,318</b> | <b>78%</b> | <b>83%</b> |

Excludes DOC

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**April 30, 2011**

|                            | <u>FY 2011</u>    |                | <u>FY 2010</u>    |                | <u>Increase<br/>(Decrease)</u> |
|----------------------------|-------------------|----------------|-------------------|----------------|--------------------------------|
|                            | Amount            | % of<br>Total  | Amount            | % of<br>Total  |                                |
| Salaries                   | 13,299,838        | 55.98%         | 13,981,461        | 57.69%         | (681,623)                      |
| Employee Benefits          | 1,642,458         | 6.91%          | 1,829,500         | 7.55%          | (187,042)                      |
| Contractual Services       | 438,325           | 1.84%          | 527,743           | 2.18%          | (89,418)                       |
| Materials                  | 1,113,141         | 4.69%          | 1,011,679         | 4.17%          | 101,462                        |
| Travel & Staff Development | 166,938           | 0.70%          | 162,245           | 0.67%          | 4,693                          |
| Fixed Charges              | 391,322           | 1.65%          | 369,982           | 1.53%          | 21,340                         |
| Utilities                  | 988,514           | 4.16%          | 985,859           | 4.07%          | 2,655                          |
| Capital Outlay             | 118,419           | 0.50%          | 165,297           | 0.68%          | (46,878)                       |
| Other                      | 5,600,363         | 23.57%         | 5,203,757         | 21.47%         | 396,606                        |
|                            | <u>23,759,318</u> | <u>100.00%</u> | <u>24,237,523</u> | <u>100.00%</u> | <u>(478,205)</u>               |



**Agenda Item #12**

**Chief Executive Officer's Report**

**Agenda Item #13**

**Executive Session**

**Agenda Item #14**

**Approval of Executive Session Minutes**

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

**Agenda Item #15**

**Approval of Personnel Report**

# MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Terry L. Bruce  
**DATE:** May 13, 2011  
**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for items 400.1., 400.2., 400.3., and 400.5. will be mailed under separate cover.

# **INDEX**

- 400.1. Employment of Personnel**
- 400.2. Temporary Contractual Employment**
- 400.3. Title Changes**
- 400.4. Termination**
- 400.5. Resignations**

# PERSONNEL REPORT

## 400.1. Employment of Personnel

### A. Faculty

1. Joshua Lipe, Workforce Education Instructor, effective July 1, 2011.
2. Vernon Miller, Workforce Education Instructor, effective June 1, 2011.

### B. Classified

1. Wain Davis, TRiO Upward Bound Counselor, effective May 23, 2011, contingent upon continued grant funding.
2. Brittany Bass, Library Assistant, effective May 18, 2011.

## 400.2. Temporary Contractual Employment

### A. Classified

1. Emily Gullett, Full-Time Temporary Office Assistant, LTC, effective June 1, 2011.

## 400.3. Title Changes

### A. Administrative

1. Gerry Schlechte, from Operations/Fiscal Manager to Director-WIA Operations, effective May 18, 2011.

### B. Professional/Non-Faculty

1. Anthony Logue, from Internal Auditor for Fiscal and Program Operations to Operations Manager, effective May 18, 2011.

## 400.4. Termination

### A. Professional/Non-Faculty

1. Robert Stephenson, Business Services Representative-LWIA, DO (GR), effective May 18, 2011.

## 400.5. Resignations

### A. Faculty

1. Mary Doerner, Nursing Faculty, effective May 28, 2011.

### B. Classified

1. Amanda Sharp, Upward Bound Counselor, DO (LTC), effective May 7, 2011.

**Agenda Item #16**

**Collective Bargaining**



**Agenda Item #17**

**Litigation**

**Agenda Item #18**

**Acquisition and Disposition of Property**

**Agenda Item #19**

**Other Items**

**Agenda Item #20**

**Adjournment**

**Locally Funded & PHS Projects  
Projects Schedule**

|                                      | Funding Source | Estimated Budget |                       |                  |                           |                      |                      |                      |                       |                       |
|--------------------------------------|----------------|------------------|-----------------------|------------------|---------------------------|----------------------|----------------------|----------------------|-----------------------|-----------------------|
| FCC Classroom Remodeling             | Local          | \$392,000        | ████████████████████  |                  |                           |                      |                      |                      |                       |                       |
| District Wide - Surveillance Systems | PHS            | \$144,000        | ████████              |                  |                           |                      |                      |                      |                       |                       |
|                                      |                |                  |                       |                  |                           |                      |                      |                      |                       |                       |
|                                      |                |                  |                       |                  |                           |                      |                      |                      |                       |                       |
|                                      |                |                  |                       |                  |                           |                      |                      |                      |                       |                       |
|                                      |                |                  |                       |                  |                           |                      |                      |                      |                       |                       |
| <b>GRAND TOTAL</b>                   |                | <b>\$536,000</b> | <b>Board Approval</b> | <b>Materials</b> | <b>Begin Construction</b> | <b>30% Completed</b> | <b>60% Completed</b> | <b>80% Completed</b> | <b>100% Completed</b> | <b>Fully Accepted</b> |

4/30/2011