

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**November 19, 2013**



**Location:**

**Olney Central College  
305 North West Street  
Olney IL 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 deliver exceptional education and services to improve the lives of our students and to strengthen our communities.*

**Illinois Eastern Community Colleges  
Board Agenda**

**November 19, 2013**

**7:00 p.m.**

**Olney Central College  
Banquet Room**

1. Call to Order & Roll Call ..... Chairman Fischer
2. Disposition of Minutes ..... CEO Bruce
3. Recognition of Visitors and Guests ..... Bruce
  - A. Visitors and Guests
  - B. IECEA Representative
4. Public Comment
5. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
6. Policy First Reading (and Possible Approval) ..... Bruce
  - A. Health Exam Policy 400.3
  - B. Unemployed Tuition Waiver 500.14
  - C. Concealed Firearms Policy 100.28
  - D. Policy Development 200.5
  - E. Selection of Chief Executive Officer, Presidents, and Deans of Instruction 400.1
7. Policy Second Reading ..... Bruce
  - A. None
8. Staff Recommendations for Approval
  - A. 2014 Holiday Calendar ..... Bruce
  - B. Certified Nurse Assistant Handbook ..... Bruce
  - C. Ameren Newton Station Settlement Agreement ..... Bruce
  - D. Inter-Governmental Agreement Regarding Ameren Settlement ..... Bruce
  - E. Rider to Inter-Governmental Agreement Regarding Ameren Settlement ..... Bruce
  - F. Articulation Agreement with SIU-Carbondale – Social Services Specialist ..... Bruce
  - G. Business Associate Agreement – Wabash General Hospital – Athletic ..... Bruce
  - H. Business Associate Agreement – Burgin Manor – ADN ..... Bruce
  - I. Affiliation Agreement with CHESI Carmi Community Health – Phlebotomy ..... Bruce
9. Bid Committee Report ..... Bruce
  - A. None

- 10. District Finance
  - A. Financial Report .....Browning
  - B. Approval of Financial Obligations .....Browning
- 11. Chief Executive Officer’s Report..... Bruce
- 12. Executive Session..... Bruce
- 13. Approval of Executive Session Minutes
  - A. Written Executive Session Minutes..... Bruce
  - B. Audio Executive Session Minutes ..... Bruce
- 14. Approval of Personnel Report ..... Bruce
- 15. Collective Bargaining..... Bruce
- 16. Litigation ..... Bruce
- 17. Other Items
- 18. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, October 15, 2013.

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

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

John D. Brooks, Gary Carter, Michael K. Correll, Brenda K. Culver, G. Andrew Fischer, William C. Hudson, Marilyn J. Wolfe. Also present was Mike Guseynov, 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.

(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.  
Kathy Harris, Interim President of Lincoln Trail College.  
Jeff Cutchin, Dean of Instruction of Olney Central College.  
Timothy Taylor, President of Frontier Community College.  
Robert Conn, Dean of Instruction of Lincoln Trail College.  
Roger Browning, Chief Finance Officer/Treasurer.  
Tara Buerster, Director of Human Resources.  
Chris Cantwell, Dean, Academic & Student Support Services/Chief Academic Officer.  
LeAnn Hartleroad, Associate Dean, Institutional Development.  
Alex Cline, Director of Information & Communications Technology.  
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, September 17, 2013 were presented for disposition.

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

**AGENDA #3 – “Recognition of Visitors & Guests”** –

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

**#3-B. IECEA Representative:** None.

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

**AGENDA #5 – “Reports”** –

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

**#5-B. Report from Presidents:** Written reports were presented from each of the colleges. Jeff Cutchin reminded the trustees that the 50<sup>th</sup> anniversary observance of Olney Central College will be held on Wednesday, October 23, 2013, beginning at 1:30 p.m.

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

**AGENDA #6 – “Policy First Readings (and Possible Approval)”** –

**#6-A. Tobacco Policy 100.15:** District policy currently restricts the use of tobacco products in any District utilized buildings or in District vehicles. Recent experiences indicate the need to include the use of e-cigarettes within the definition of tobacco products. The new policy defines tobacco products to include electronic cigarettes, electronic vaporizing products, personal vaporizers or electronic nicotine delivery systems.

Although the use of electronic cigarettes is not yet wide spread, the District needs to take action before usage becomes more prevalent. E-cigarette usage is both disturbing to others and may be harmful to both the user and those in the vicinity, although the current medical evidence is still being developed.

The CEO recommended that the current Tobacco Policy 100.15 be revised to add the following paragraph:

“The prohibition on use of tobacco products shall include the prohibition on the use of electronic cigarettes or e-cigarettes, electronic vaporizing devices, personal vaporizers, or electronic nicotine delivery systems, or any electronic inhaler that is meant to simulate and substitute for tobacco smoking.”

**Board Action:** Trustee Brenda Culver made a motion to waive second reading and adopt the revised Tobacco Policy 100.15 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.

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

(Note: The procedure for placing policy recommendations on the agenda was reviewed and will be given further study.)

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

**#8-A. GASB Designation of Tax Levy Year:** Roger Browning reported that, under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that the District’s tax levy is to be recognized as income. Currently, the District levies and extends taxes based upon a calendar year. The calendar year overlaps the district’s school year and the District’s fiscal year.

The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2013 will be collected late in calendar year 2014 and that income from the collection of such funds will be allocated 100% to Fiscal Year 2015 (July 1, 2014 – June 30, 2015).

The CEO recommended adoption of the following resolution.

### **RESOLUTION SETTING FORTH TAX LEVIES FOR 2013**

Be it resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

That the Board hereby incorporates, by reference, all prior resolutions adopted in calendar year 2013 concerning tax levies and extensions

Be it further resolved by the Board of Trustees of Illinois Eastern Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White and State of Illinois, as follows:

That the sum of Two Million Three Hundred Fifty Three Thousand Seven Hundred Fifty Dollars (\$2,353,750) be levied as a tax for Educational purposes; and the sum of One Million Eight Thousand Seven Hundred Fifty Dollars (\$1,008,750) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Twenty Thousand Dollars (\$220,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Eighty Thousand Dollars (\$80,000) be levied as a special tax for Financial Audit purposes; and the sum of Two Hundred Fifty Thousand Dollars (\$250,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; and the sum of Two Hundred Thousand Dollars (\$200,000) be levied as a special tax for Worker's Compensation and Unemployment purposes on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, State of Illinois, for the year 2013 to be collected in the year 2014; and that the income from the levy for the year 2014 be allocated 100% for Fiscal Year 2015.

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

**#8-B. Certificate of Compliance with the Truth in Taxation Law:** Roger Browning reported that the Board, on September 17, 2013, approved the District's estimated aggregate tax levy and confirmed that notice of the District's levy was not required to be placed in District newspapers and that a hearing on the levy was not necessary pursuant to the Truth in Taxation Law, which requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the District.

Since the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, did not exceed 105% of the aggregate amount of property taxes extended upon the District's EAV of the preceding year, public notice was not necessary and a public hearing was not required since the District's intent is to adopt a tax levy that does not exceed 105% of such extension for the preceding year.

The Board estimated the aggregate amount of taxes to be levied for the year 2013 is \$4,112,500, and that the aggregate amount of taxes estimated to be levied for the year 2013 does not exceed 105% of the taxes actually extended by the district for the year 2012.

The CEO recommended approval of the Truth in Taxation Certificate of Compliance.

## TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE

I, the undersigned, hereby certify that I am the presiding officer of Illinois Eastern Community College District No. 529 and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions Sections 18-60 through 18-85 of the "Truth in Taxation" Law. The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, notice and a hearing were not necessary. Resolution attached. This certificate applies to the 2013 levy.

### RESOLUTION – NO TAX LEVY HEARING REQUIRED ADOPTION OF TAX LEVY OCTOBER 15, 2013

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for 2013 for taxes due and collectible in 2014:

1. Date of Fiscal Year: July 1, 2014 - June 30, 2015.
2. Publication of Notice of Public Hearing on Tax Levy: Publication not required.
3. Public Hearing on Tax Levy: Hearing not required.
4. Adoption of Tax Levy: October 15, 2013.

**Board Action:** Student Trustee Mike Guseynov made a motion to approve the Certificate of Compliance with the Truth in Taxation Law and all required attachments thereto, and to authorize the Chairman to sign the certificate 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.

**#8-C. Certification of Tax Levy for FY2015:** The Board must certify IECC's tax levies for FY2015, beginning July 1, 2014 and ending June 30, 2015. In addition to the education and building fund, the certificate of tax levy will carry the statement that an additional levy must be made by each County Clerk for the outstanding bond issue and tort liability, workmen's compensation, audit, unemployment, Medicare and other insurance. The tax rate for FY2015 is estimated at 46.58 cents per \$100 in equalized assessed valuation.

Roger Browning reviewed the Certificate of Tax Levy, showing the following sums to be levied on the taxable property of this community college district:

Educational Purposes \$2,353,750; Operations & Maintenance Purposes \$1,008,750; Local Government & Governmental Employees Tort Immunity Act purposes \$250,000; Social Security & Medicare Insurance purposes \$220,000; Financial Audit purposes \$80,000; Worker's Compensation & Unemployment purposes \$200,000. Number of bond issues of the community college district which have not been paid in full: 2.



The Certificate of Tax Levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December 2013.

The CEO recommended approval.

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

**#8-D. Health Savings Accounts, Calendar Year 2014:** In February of 2010 the Board approved the offering of a Qualified High Deductible Health Plan (District Plan) to all non-faculty employees. The Board also implemented a plan allowing Health Savings Accounts (HSA) that enabled qualified employees in the District Plan to set aside money in pre-tax dollars.

Bargaining unit faculty became eligible to participate effective January 1, 2013, pursuant to the new faculty contract. In the contract, the Board agreed to a \$1,000 HSA contribution for both calendar years 2013 and 2014 for faculty. Since the HSA program requires equal contributions, the Board will also need to contribute \$1,000 to each non-bargaining unit employee's HSA. This contribution would be only for each non-bargaining unit employee working at least 40 hours of service per week.

The Board normally establishes the amount of the District's contribution to the District Plan participant's HSA prior to the beginning of the open enrollment period which will be the last week in October to December 6, 2013. The District has made the following contribution to each qualified employee's HSA since implementation:

Calendar Year 2010 -	\$1,500
Calendar Year 2011 -	500
Calendar Year 2012 -	1,000
Calendar Year 2013 -	1,000
Calendar Year 2014 -	1,000 (Recommended)

The administration believes the District's high deductible plan has been very successful in reducing the size of premium increases. It is recommended that the Board make a \$1,000 contribution for Calendar Year 2014 to each qualified employee's HSA. A qualified employee being all bargaining unit faculty employees, and all non-bargaining unit employees working at least 40 hours of service per week as defined in district policy and procedures.

The CEO recommended approval of a \$1,000 Health Savings Account contribution, effective January 1, 2014, for all bargaining unit faculty members and all non-bargaining unit employees working at least 40 hours of service per week.

**Board Action:** Trustee Michael Correll made a motion to approve a \$1,000 Health Savings Account contribution, effective January 1, 2014, for all bargaining unit faculty members and all non-bargaining unit employees working at least 40 hours of service per week. 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.

**#8-E. Employee Health and Dental Insurance Renewal:** Blue Cross Blue Shield (BCBS) has proposed an overall 12.3% average rate increase for District employee's health coverage and a 5.0% increase in dental rates. This 12.3% health coverage increase includes approximately \$94,000 (3.3%) for estimated Health Insurer fees required as part of the Affordable Care Act (ACA).

Beginning in calendar year 2010, the District implemented a "Qualified High Deductible Health Plan" (QHDHP) to hold down the cost of providing health care coverage to District employees and to reduce the size of annual health insurance premium increases. The District also created Health Savings Accounts (HSA) and implemented a Medical Reimbursement Plan (MRP) for eligible employees.

The administration believes the District's QHDHP and MRP have been successful in reducing the size of increases of the District's annual health care premiums. The history of the District's health rate increases follow:

September 1, 2009 – August 30, 2010: 15.0% Increase.

September 1, 2010 – December 31, 2010: 10.4% Increase.

January 1, 2011 – December 31, 2011: 8.5% Increase.

January 1, 2012 – December 31, 2012: 7.2% Increase.

January 1, 2013 – December 30, 2013: 5.6% Increase.

January 1, 2014 – December 30, 2014: 12.3% (Includes 3.3% for ACA).

BCBS has proposed a 5.0% increase in dental premiums. The District's dental plan covers all full-time employees. In 2013 the District experienced a 4.5% reduction in dental rates, so the dental renewal rates are comparable to the rates two years ago.

To comply with the ACA definition of employees entitled to insurance, the Board approved the offering of insurance to employees who average at least 30 hours and less than 39.99 hours of work per week. These employees will be considered as Level 2 employees.

In the district's request for rate renewal from BCBS, the district included coverage of Level 2 employees. The January 1, 2014 renewal from BCBS includes language that covers Level 2 employees to the group of employees eligible for health insurance coverage effective January 1, 2014. Under the agreement with BCBS, the district will pay 25% of the employee only monthly premium for Level 2 employees. The district will continue to pay 100% of the employee only monthly premium for Level 1 employees.

The CEO recommended acceptance of the renewal as proposed by BCBS of Illinois, to be effective January 1, 2014 to December 31, 2014, and add language to include Level 2 employees as outlined above.

**Board Action:** Trustee Brenda Culver made a motion to accept the renewal as proposed by BCBS of Illinois, to be effective January 1, 2014 to December 31, 2014, and add language to include Level 2 employees as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe.

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

**#8-F. Eligibility for Special Tax Levy:** The Public Community College Act allows districts eligible for equalization to levy up to the combined state-wide average tax rate for education and operations and maintenance purposes if the District is currently levying less than that amount.

The Illinois Community College Board has certified that the average tax rate for education and operations and maintenance purposes is 26.43 cents per \$100.00 of equalized assessed valuation. Therefore, the District is eligible to levy an additional 1.43 cents of taxes, which would generate estimated additional tax revenue of \$184,197.00. If the Board were to utilize this additional levy authority, such levy would be subject to a back door referendum.

The Board of Trustees has never utilized this additional tax authority and the CEO recommended that it not levy the additional 1.43 cents.

**Board Action:** Trustee Marilyn Wolfe made a motion to note that the Board acknowledges and has considered its eligibility to levy the additional tax, but that Illinois Eastern Community Colleges elects to not levy the additional tax for which the District is eligible. Trustee Gary Carter 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.

**#8-G. Data Sharing Agreement with East Richland School District:** IECC and the East Richland School District (ERHS) are currently jointly operating under a Science Technology Engineering Math (STEM) grant. Under the grant, OCC and ERHS are working together to improve student math and English skills and reduce the need for college remediation. The program has just begun, but has been very successful. As the work under the grant moves forward, OCC and ERHS will need to share data about the student’s high school courses and grades and other academic history.

Data under this agreement will not be shared without the written permission of the parties and shall remain secure from unauthorized physical or electronic access. Data collected will be categorized as either normal, sensitive, or confidential and personnel will be trained concerning these categories and data usage. Both parties agree to comply with family educational rights and privacy rights (FERPA) and the health Insurance Portability and Accountability (HIPPA) and the Red Flag requirements under the Financial Services Modernization Act.

The CEO recommended approval of the data sharing agreement between the district and ERHS.

**Board Action:** Trustee Brenda Culver made a motion to approve the data sharing agreement with East Richland School District 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.

**#8-H. Tuition Specials for Spring and Summer 2014:** As part of the Student Enrollment and Completion Plan, the district has considered tuition “specials” that might bring additional enrollment to the colleges. The Cabinet has developed two tuition alternatives that might increase enrollment during the Spring 2014 semester and the Summer 2014 term.

The Spring 2014 semester tuition special would be for one 3 hour class either online, face to face, or hybrid, at a \$35 special tuition rate per credit hour for new students not currently enrolled or students who have not been enrolled at IECC for the past 36 months. Additional requirements include:

- Student is a resident of District 529
- Student pays tuition and fees in full at the time of registration, including tuition and fees due from a prior semester and student is responsible for textbooks and supplies
- Special tuition rate of \$35 per credit hour will be limited to 3 semester hours. Students may take more than 3 semester hours, but only 3 will qualify for the discounted rate
- Excluded courses are Allied Health, Concealed Carry, Non-Credit, Community Ed, Truck Driving, and Business and Industry

The Summer 2014 term tuition special is limited to 12 credit hours per student online, face to face, or hybrid at a \$35 special tuition rate per credit hour for students subject to the following conditions:

- Student is a resident of District 529
- Student pays tuition and fees in full before the 1<sup>st</sup> day of classes including tuition and fees due from a prior semester and the student is responsible for textbooks and supplies
- Special Summer rate of \$35 per credit hour will apply to a maximum of 12 semester hours
- Excluded courses are Allied Health, Concealed Carry, Non-Credit, Community Ed, Truck Driving, and Business and Industry

The CEO recommended approval of the Spring 2014 Semester Tuition Special and the Summer 2014 Term Tuition Special.

**Board Action:** Trustee Gary Carter made a motion to approve the Spring 2014 Semester Tuition Special and the Summer 2014 Term Tuition Special 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.

**#8-I. Concealed Carry Student Release:** The district will soon offer instruction that will allow a successful student to apply for a concealed carry permit. Before the district offers these courses, the student will be required to sign a Hold Harmless and Release Agreement.

Under the release, the student acknowledges that the course requires the discharge of firearms with live ammunition that carry a risk of accident or injury which could occur without

fault on behalf of either the student or the district. The student agrees to assume the risk of accident or injury that might occur to him or her while participating in the required live fire training exercise and that the student will bear sole responsibility for any accident or injury. The student acknowledges that the district does not, and will not, provide any accidental death, disability, dismemberment or medical insurance on behalf of the student participating in the fire arms class.

The CEO recommended approval of the following Hold Harmless and Student Release Agreement.

### **Hold Harmless and Release Agreement**

I, \_\_\_\_\_[name]\_\_\_\_\_, have requested that Illinois Eastern Community Colleges (hereinafter “the College”) allow me to participate as a student in a firearms training course (Class No. \_\_\_\_). I understand that participation in and attendance at this course involves the occasional use and discharge of firearms with live ammunition. These activities can carry a risk of accident or injury, which may occur with or without any fault on either the part of myself, the College and its employees, and other third-party service providers that may participate in the training course.

In consideration for the College permitting me to participate in the aforementioned firearms class, I agree to pay any required tuition and fees that the College may charge from time to time. In further consideration for the College permitting me to participate in the aforementioned firearms class, I will assume the risk of any accident or injury that may occur to me while participating in live fire training exercises, and I will bear sole responsibility, including any legal and financial responsibility, for any such accident or injury. I understand that the College does not, and will not, provide any accidental death, disability, dismemberment or medical insurance on behalf of students who participate in the firearms class.

By signing this Hold Harmless and Release Agreement, I indemnify, hold harmless and release the College, its Board members, officers, representatives, agents, attorneys, employees, subsidiaries, assignees, and successors from any and all claims, demands, or causes of action, including causes of action for negligence and intentional torts, as well as any or all costs, expenses, and attorneys’ fees, arising out of or in any way connected with, directly or indirectly, my participation in the firearms training course.

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

**#8-J. Concealed Carry Indemnification Agreement:** As part of the district’s concealed carry instruction course, the state law requires a live fire portion. The district has worked to establish locations where this live fire portion of the course can occur. Most facilities will have a classroom where instruction can occur so that concealed carry instruction will generally occur off college property.

The CEO recommended approval of the following Affiliation Agreement with the City of Olney, including additions as underlined.

### **Affiliation Agreement**

The Board of Trustees of Illinois Eastern Community Colleges District 529 (“Board”) and City of Olney (“City”), hereby enter into the following Affiliation Agreement, which will govern the terms by which the Board can use the City’s property (including its firing range) for Concealed Carry Courses.

1. **Use of Property.** If the Board decides to use the City’s property in connection with teaching a Concealed Carry Course, the Board will pay the City one hundred dollars (\$100.00) for each 16 hour course taught, to be paid before the first day of the course. Upon such payment, the City will allow the Board’s employees and students to access the City’s property, including but not limited to the firing range, at the scheduled dates and times, for purposes of providing instruction. The City may terminate the Board’s access to its property at any time and for any reason, after delivery and receipt of a 30-day advance written notice to the Board’s Chief Executive Officer at 233 E. Chestnut Street, Olney, Illinois 62450. If the City terminates such access, it will return to the Board a prorated amount of the \$100.00 fee for that portion of the course that had not yet been taught on the City’s property.

2. **Indemnification of City.** In further consideration of the City’s permission for the Board to use the City’s property, the Board agrees to indemnify and hold harmless the City and its subsidiaries, affiliates, officers, directors, employees and shareholders (“City Indemnified Parties”) from and against all monetary claims, liability, loss, costs and expenses (“Claims”) incurred by the City Indemnified Parties as a result of any physical injury sustained by any individual while on the City’s property, which is directly caused by the Board, it’s employees and/or students while providing instruction on the City’s property. Any indemnification obligation required by this paragraph shall be effective, provided that the City notifies the Board within thirty (30) calendar days of the earlier of when the City first became aware, or reasonably should have become aware, of the potential Claims. Upon notice of a Claim covered by this paragraph, the Board will assume control of the City Indemnified Parties’ legal defense and all related settlement negotiations, including but not limited to selecting the attorney(s) who will defend the City Indemnified Parties. The City Indemnified Parties will provide the Board with any requested assistance in defense of the Claims. If the City Indemnified Parties fail to provide such requested assistance, the Board’s obligations under this paragraph will permanently lapse. The Board shall include the City as an additional insured on the Board’s general liability insurance policies for the Concealed Carry Courses and provide certificates of insurance.

3. **Termination of Agreement.** This Agreement may be terminated by either party upon the delivery of a 30-day advance written notice.

**Board Action to Approve Changes:** Trustee Michael Correll made a motion to approve the three changes to the foregoing agreement which are indicated by underlining, as recommended. Trustee William Hudson seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

**Board Action:** Student Trustee Mike Guseynov made a motion to approve the foregoing affiliation agreement for the concealed carry courses as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-K. Affiliation Agreement with Good Samaritan Surgery Center – ADN:** IECC wishes to enter into an affiliation agreement with Good Samaritan Surgery Center, located in Mt. Vernon, Illinois. This affiliation agreement is for the IECC Associate Degree in Nursing Program and is the standard agreement utilized by the district. The CEO recommended approval.

**Board Action:** Trustee Brenda Culver made a motion to approve the affiliation agreement for the Associate Degree in Nursing Program with Good Samaritan Surgery Center, Mt. Vernon, Illinois, 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.

**#8-L. Affiliation Agreement with Salem Township Hospital – Phlebotomy:** IECC wishes to enter into an affiliation agreement with Salem Township Hospital, located in Salem, Illinois. This affiliation agreement is for the FCC Phlebotomy Program and is the standard agreement utilized by the district. The CEO recommended approval.

**Board Action:** Trustee Brenda Culver made a motion to approve the affiliation agreement for the FCC Phlebotomy Program with Salem Township Hospital, Salem, Illinois, 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.

**AGENDA #9 – “Bid Committee Report”** – The Bid Committee presented the following recommendations and the CEO recommended approval:

**A. Wabash Valley College**

1. CNC Plasma Cutter – Grant

The Bid Committee recommended acceptance of the low bid that meets all specifications from PlasmaCAM, Inc., Colorado City, CO, for a total bid of \$11,210.83. Bid award is subject to approval by William Rainey Harper College.

Department: Advanced Manufacturing Program.

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

**Board Action:** Trustee Brenda Culver made a motion to accept the foregoing recommendation of the Bid Committee for purchase of a CNC Plasma Cutter for WVC as recommended. Student Trustee Mike Guseynov seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**B. Wabash Valley College**

1. Boiler Replacement for Spencer Sports Center

The Bid Committee recommended acceptance of the low bid that meets all specifications from Sharp & Williams, Inc., Mt. Carmel, IL, for a total bid of \$28,076.00.

Source of Funds: Operations and Maintenance Fund.

Rationale for Purchase: Current boiler is original heating source for Spencer Sports Center (1976) and unable to hold water.

**Board Action:** Trustee William Hudson made a motion to accept the foregoing recommendation of the Bid Committee for boiler replacement at the WVC Spencer Sports Center 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.

**C. Lincoln Trail College**

1. Storage Building

The Bid Committee recommended rejecting all bids due to the cost exceeding the available budget.

**AGENDA #10 – “District Finance”** – The following district financial matters were presented:

**#10-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of September 30, 2013.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for October 2013, totaling \$730,861.67, 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 October 2013, in the amounts listed, and payments from the revolving fund for September 2013. Student Trustee Mike Guseynov seconded the motion and on a recorded roll call vote ordered by the Chair the



following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “Chief Executive Officer's Report”** – CEO Terry Bruce reported on the following informational items:

1. Community College Times Article on STEM Pilot Program.
2. Completer Report 2013.
3. Enrollment Report. Comparing October 2013 to October 2012, IECC reimbursable headcount is down 8% while reimbursable FTE is down 5%.

**AGENDA #12 – “Executive Session”** – The CEO stated that an executive session to discuss personnel matters would be under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district, [including hearing testimony on a complaint lodged against an employee to determine its validity].

**#12-A. Executive Session:** Trustee Brenda Culver made a motion to hold an executive session under Section 2(c)(1) of the Open Meetings Act. 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 and an executive session was held beginning at 9:06 p.m.

**#12-B. Executive Session Ended:** Trustee Gary Carter made a motion to adjourn the executive session and reconvene in open session. Student Trustee Mike Guseynov 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 is adopted. A quorum being present, the Board of Trustees reconvened in open, public session for the transaction of business at 10:25 p.m.

(Note: Separate minutes have been prepared for the foregoing executive session.)

**AGENDA #13 – “Approval of Executive Session Minutes”** – The Board of Trustees did not hold an executive session at the regular meeting, Tuesday, September 17, 2013.

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

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

- A. Classified

1. Amanda Nelson, Program Advisor, TRiO Talent Search Program (GR), DO, effective October 16, 2013, contingent upon continued grant funding.

#### **400.2. Change-In-Status (Title Change Only)**

A. Professional/Non-Faculty

1. Rodney Hanner, Manufacturing Project Coordinator, DO, to Manufacturing Program Director, effective October 16, 2013.

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

A. Faculty

Suzanne Downes, Evansville Philharmonic Orchestra, Evansville, IN, approximate time per academic year 114 hours.

#### **400.4. Termination of Employment Ratification**

A. Classified

1. Megan Young, Office Assistant, EPM, WED/FCC, effective October 16, 2013.

#### **400.5. Resignation Ratification**

A. Classified

1. Deborah Whitacre, Operations/Fiscal Assistant, LWIA, effective November 5, 2013.

**Board Action to Approve Personnel Report:** Trustee Michael Correll made a motion to approve the foregoing 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 #15 – “Collective Bargaining”** – None.

**AGENDA #16 – “Litigation”** – The CEO presented an update on the status of pending litigation.

**AGENDA #17 – “Other Items”** – None.

**AGENDA #18 – “Adjournment”** – Trustee John Brooks made a motion to adjourn. 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. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 10:30 p.m.

Approved:     Chairman: \_\_\_\_\_

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

**Agenda Item #1**

**Call to Order and Roll Call**

**Agenda Item #2**

**Disposition of Minutes**

**Agenda Item #3**

**Recognition of Visitors and Guests**

**A. Visitors and Guests**

**B. IECEA Representatives**

**Agenda Item #4**

**Public Comment**

**Agenda Item #5**

**Reports  
Trustees  
Presidents  
Cabinet**



**Agenda Item #6**

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

**Agenda Item #6A**

**Health Exam Policy 400.3**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 19, 2013  
RE: Revision to Health Examination Policy for Employees

The District's current policy on Health Examination of Employees was approved prior to the Americans with Disabilities Act (ADA). To be in compliance with the ADA, the language for Health Examinations for Employees must be revised. The main change is the requirement that the examination insures that employees are able to perform their essential job duties, be job related, and consistent with business necessity.

I request Board approval of the revision to Policy HR 400.3 Health Examination for Employees.

TLB/rs

Attachment

HUMAN RESOURCES - 400

**Health Examination for Employees (400.3)**

Date Adopted: December 19, 1989

Revised: November 19, 2013 (*pending Cabinet & Board approval*)

~~At the time of initial employment, a physical examination is required as a requisite for employment of full-time personnel. Subsequent appropriate medical examinations may be required at the discretion of the Board and at its expense.~~

To help ensure that employees are able to perform their essential job duties, medical examinations may be required. After a conditional offer of employment has been extended, certain designated positions may require an applicant to undergo a medical or psychological examination by a health professional of the Board's choice and at the Board's expense. Further, at any time during the course of employment an employee may be required to undergo a physical or psychological examination by a Board designated provider where such an examination is job related and consistent with business necessity.

**Agenda Item #6B**

**Unemployed Tuition Waiver 500.14**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 19, 2013  
RE: Unemployment Tuition Waiver 500.14

Airtex Products, located in Fairfield, Illinois, has announced the layoff of a significant number of employees. During the 2009-2010 academic year, another District company announced a lay off and the Board approved an unemployment tuition waiver which led to the enrollment of more than twenty students and was greatly appreciated by the community.

I recommend that the Board offer a tuition waiver for the 2013-2014 and 2014-2015 Academic years only, to all those unemployed district residents who meet the condition outlined in the following policy 500.14 H. I ask the approval of the attached Unemployment Tuition Waiver.

TLB/rs

Attachment

## STUDENT – 500

### Tuition Waiver (500.14)

H. Unemployed Tuition Waiver: This is a special tuition waiver program offered by Illinois Eastern Community Colleges as a pilot program during the 2013-2014 and 2014-2015 academic years. Tuition will be waived for unemployed residents of District 529 during the 2013-2014 and 2014-2015 academic years on a space-available basis subject to the following conditions and appropriate documentation:

- be considered a resident of District 529;
- meet all college requirements for admission and enrollment;
- have been in the labor market (full-time employment) for at least two of the last three years;
- be receiving unemployment benefits, in receipt of a layoff notice, or have exhausted their unemployment benefits during the last 12 months;
- be enrolled in a minimum of six semester hours;
- complete an Unemployed Tuition Waiver Form; and,
- complete and submit a Free Application for Federal Student Aid (FAFSA) within two weeks of enrollment.

This waiver is for tuition only and does not cover textbooks, course supplies, or other applicable fees. This tuition waiver is offered only if federal and/or state financial aid or other tuition assistance resources do not cover tuition costs.

This tuition waiver is for a maximum of 36 semester hours of credit towards a certificate program which can be completed in 12 months. Enrollment must be completed within five calendar days after the first day of class.

**Agenda Item #6C**

**Concealed Firearms Policy 100.28**



MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 19, 2013  
RE: Concealed Carry Policy 100.28

Illinois has passed the Firearm Concealed Carry Act, which will require Board action dealing with the carrying of a concealed firearm.

The proposed policy defines a “concealed firearm” and a “hand gun”, designates prohibited areas for concealed firearms, prohibits firearms within a District owned vehicle, designates approved parking lots where persons can park vehicles that carry firearms, allows students to carry firearms or use firearms in District approved educational programs, recognizes and permits students to carry a concealed firearm while within a vehicle in a college parking area, allows storage and retrieval of a firearm from within a vehicle’s trunk, approves the posting of required signs on District property, and notes that concealed carry permits will be suspended by Orders of Protection or the use of alcohol or drugs.

The Firearm Concealed Carry Act will raise many issues that will be eventually litigated and decided by Illinois and Federal Courts. Certainly this proposed policy will be amended to reflect the changes approved by courts. It is important that the District establish a policy based upon the current status of the law.

I ask the Board’s approval of this Concealed Carry Firearms Policy.

TLB/rs

Attachment

**Concealed Firearms Policy (100.28)**

Date Adopted: November 19, 2013 (*pending Cabinet and Board approval*)

CONCEALED FIREARMS

It is the policy of the Board of Trustees to comply with the provisions of the Firearm Concealed Carry Act. PA 98-63. Under that Act, and the Board hereby adopts the definitions contained therein, "Concealed firearm" means a loaded or unloaded handgun carried on or about a person completely or mostly concealed from view of the public or on or about a person within a vehicle. "Handgun" means any device which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas, or escape of gas that is designed to be held and fired by the use of a single hand.

PROHIBITED AREAS

The Board declares the following as prohibited areas as set forth under Section 65, of the Act. A licensee under this Act shall not knowingly carry a concealed firearm on or into any real property, including parking areas, sidewalks, and common areas under the control of Illinois Eastern Community Colleges.

FIREARMS AND DISTRICT VEHICLES

Further, the Board prohibits persons from carrying a firearm within a vehicle owned, leased, or controlled by the district.

ENFORCEMENT OF EXISTING POLICY

The Board directs the administration to enforce existing regulations, or policies regarding student, employee, or visitor misconduct and to discipline those who violate these regulations and policies, including suspension and expulsion.

DESIGNATED PARKING LOTS

The Board directs the Administration to set forth regulations, or policies regarding the storage or maintenance of firearms, which must include designated areas where persons can park vehicles that carry firearms.

FIREARMS POSSESSION FOR INSTRUCTIONAL PURPOSE

Students are permitted to carry or use of firearms for the limited purpose of instruction and curriculum in officially recognized district approved educational programs, including but not limited to gunsmithing. Further, students may carry and use firearms in approved courses and at approved sites for purposes of instruction and attainment of concealed carry permits.

FIREARMS IN "CASE" AND PARKING AT PROHIBITED PARKING LOTS

Notwithstanding the prohibition against firearms in parking lots owned and operated by the District, Board recognizes that under the Concealed Carry Act, any licensee, prohibited from carrying a concealed firearm into a District parking area as specified in the Act and Board policy, shall be permitted to carry a concealed firearm on or about his or her person within a vehicle into the parking area and may store a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area. For purposes of this exception, "case" includes a glove compartment or console that completely encloses the concealed firearm or ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box, or other container.

### CONCEALED CARRY IN A PROHIBITED PARKING LOT

A licensee may carry a concealed firearm in the immediate area surrounding his or her vehicle within a prohibited parking lot area only for the limited purpose of storing or retrieving a firearm within the vehicle's trunk, provided the licensee ensures the concealed firearm is unloaded prior to exiting the vehicle.

### POSTING OF SIGNS

The District shall post signs stating that the carrying of firearms is prohibited and these signs shall be clearly and conspicuously posted at the entrance to District buildings, premises, or real property specified as a prohibited areas. Signs shall be of a uniform design and shall comply with established state regulations as to size and content.

### SUSPENSION OF CONCEALED CARRY LICENSE

Student and licensees are hereby notified that a concealed carry license shall be suspended by the appropriate authorities if an order of protection, including an emergency order of protection, plenary order of protection, or interim order of protection under Article 112A of the Code of Criminal Procedure of 1963 or under the Illinois Domestic Violence Act of 1986, is issued against a licensee.

Students and licensees shall not carry a concealed firearm while under the influence of alcohol, other drug or drugs, intoxicating compound or combination of compounds, or any combination thereof, under the standards set forth in subsection (a) of Section 11-501 of the Illinois Vehicle Code.

**Agenda Item #6D**

**Policy Development 200.5**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 19, 2013  
RE: Policy Development 200.5

At the October Board meeting, there was discussion of how Board members should be involved in the development of District policy. Board members made numerous suggestions concerning the proper role for Board members and how they could make their wishes known as it concerned the development of new policy for the District.

Based upon the comments made, and a review of other policy development statements at other colleges, I have prepared a policy development procedure.

Since this policy involves the role of the Board, it is being submitted to the Board and then it will be taken to the Cabinet for its review and comment.

Therefore I would ask the Board to consider and comment on the proposed policy development language and then the document would be submitted to Cabinet and then back to the Board for second reading and possible adoption.

TLB/rs

Attachment

**Adoption, Amendment, or Repeal of Policies (200.5)**

Effective date: November 19, 2013 (pending Cabinet and Board Approval)

Requests for the adoption, amendment, or repeal of District Policies by any Board member shall be submitted to the Chairman. The Chairman shall make the proposal available to Board Members, the District CEO, and the Cabinet. The Cabinet will consider the policy change at its next regularly scheduled meeting.

Prior to Cabinet action, Board members may submit their views and comments in writing to the Chairman and the CEO and may include a recommendation for action on the proposal. The Cabinet shall consider and report any action to the entire Board. Following Cabinet action, the Chairman shall report requests, with recommendations for action, to the Board.

Board action on any proposal shall not be taken earlier than the next regular meeting following first reading. When circumstances warrant, the Board may waive the first reading.

**Agenda Item #6E**

**Selection of Chief Executive Officer, Presidents, and Deans of Instruction 400.1**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 19, 2013  
RE: Policy on Selection of CEO, Presidents, Deans of Instruction, Dean of Workforce Education

At the October Board meeting, Trustee William Hudson asked for consideration of a policy on the hiring of the CEO, Presidents, Deans of Instruction, and Dean of Workforce Education. After lengthy discussion, the Board agreed to send the proposed language to the Cabinet for review. The Cabinet met on November 6th and discussed the proposed language:

**CEO, Presidents, Deans of Instruction, Dean of Workforce Education**

Individual members of the Board of Trustees shall be afforded the opportunity to be involved throughout the entire selection process for the positions of the CEO, Presidents, Deans of Instruction, and Dean of Workforce Education. At a minimum, and in connection therewith, the Chairperson of the Hiring Committee for each of the above said positions shall notify each member of the Board of Trustees in writing two (2) weeks prior to any interview: 1) The name of the candidate to be interviewed and 2) When and where the candidate is to be interviewed. "Interview" shall mean any meeting of a member of the Hiring Committee and the candidate. The Chairperson shall also provide any application related materials to any member of the Board of Trustees upon request.

Following the discussion, the Cabinet did not approve the proposed language.

The Cabinet considered and approved the following revised proposal:

**Chief Executive Officer, College Presidents and Deans of Instruction**

Each member of the Board of Trustees shall be directly involved in the selection process for the positions of the Chief Executive Officer and the four College Presidents. Board members shall be notified when position announcements are made, when individuals submit applications, and shall be provided the opportunity to review all applications for these positions. Board members shall be involved in the selection of candidates to be interviewed and shall interview the candidates at a regular or special Board meeting.

Board members shall be notified in writing as soon as appointments for interviews of candidates for Dean of Instruction at each college are made. The Board members shall be provided the name of the candidate and the time and place of the interview. Each Board member shall be provided application related materials upon request.

TLB/rs



**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**  
**2014 Holiday Calendar**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 19, 2013  
RE: 2014 Holiday Calendar

Attached is a proposed schedule of holidays for Illinois Eastern Community Colleges' full-time staff for Calendar Year 2014. There is no change in the number of holidays from previous years.

I request Board approval of the 2014 Holiday Calendar.

TLB/rs

Attachment

## ILLINOIS EASTERN COMMUNITY COLLEGES

Holidays for  
Administrative, Technical,  
Professional Non-Faculty,  
Clerical & Maintenance Staff

### Calendar Year 2014

Monday	January 20	Martin Luther King Jr. Day
Monday	February 17	President's Day
Friday	April 18	Spring Break
Monday	May 26	Memorial Day
Friday	July 4	Independence Day
Monday	September 1	Labor Day
Monday	October 13	Columbus Day
Tuesday	November 11	Veteran's Day
Thursday	November 27	Thanksgiving
Friday	November 28	
Monday	December 22, 23, 24	Winter Break
	December 25	Christmas
	December 26, 29, 30, 31	Winter Break
	January 1, 2015	New Year's Day
	January 2, 2015	Winter Break

10/30/13

**Agenda Item #8B**

**Certified Nurse Assistant Handbook**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 19, 2013  
RE: Revisions to the IECC Basic Nurse Assistant Training Program Handbook

Tammy Fralicker, Associate Dean of Nursing and Allied Health, and CNA faculty in consultation with President Rodney Ranes, has developed needed changes to the Basic Nurse Assistant Training Program Handbook for IECC.

Changes include:

Some clinical agencies are requiring the flu vaccine for employees/students and individuals can only opt out of this under limited circumstances. This language helps clarify that students may not be able to complete clinical experiences if they do not meet agency requirements; and

Additional language clarifies IDPH waiver requirements and issues with background checks. Students need waivers on file prior to providing care and this stipulates consequences if a waiver cannot be obtained from the State of Illinois.

I ask the Board's acceptance of the revisions to the IECC Basic Nurse Assistant Training Program Handbook which has been e-mailed to each Board member.

TLB/rs

**Agenda Item #8C**

**Ameren Newton Station Settlement Agreement**



MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 19, 2013  
RE: Ameren Newton Station Settlement Agreement

The taxing bodies of Jasper County have worked to establish an acceptable assessment of the Ameren Power Plant located at Newton. The taxing year of 2009 has been in dispute. Ameren has appealed the Jasper County Board of Review's decision on assessment to the Illinois Property Tax Appeal Board (PTAB). The matter was set for hearing before PTAB on August 26<sup>th</sup>. Both the taxing bodies and Ameren agreed to mediation of the assessment of 2009 and that mediation hearing occurred on August 13<sup>th</sup> and 14<sup>th</sup> at the Ameren Office Building located in Collinsville.

At the mediation hearing, the taxing bodies of Jasper County were represented by Dan Cox of the Jasper County School District, Ed Mitchell of the Jasper County Board, Paul Woods Jasper County Assessor, and Terry Bruce, CEO of Illinois Eastern Community Colleges. The other taxing bodies including Wade Fire Protection District, Newton Public Library District, South Muddy and Wade Township agreed to allow these individuals to represent their interest in the matter.

The mediation lasted 14.4 hours with retired Judge Timothy J. Slavin acting as mediator and the mediation resulted in a written Memorandum of Understanding and was approved by all parties to the mediation.

The parties have settled the 2009 assessment and have also agreed to the assessment amounts of the subject property of 2010, 2011, and 2012. The final stipulation and agreed order is being drafted by the attorneys representing Ameren and the taxing bodies. Once the agreed order is prepared, it will be filed with PTAB and the Jasper County Board of Review. The final order will be available for the Board's review at the Board meeting.

The Board and all other taxing bodies involved will be asked to consider and approve or disapprove the agreed order.

I ask the Board's approval of the attached Ameren Newton Station Settlement Agreement.

TLB/rs

Attachment

## **AMEREN NEWTON STATION SETTLEMENT AGREEMENT**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between:

Ameren Energy Generating Company, (“Ameren”), the owner of the property which is the subject matter of this Agreement; and

Clinton Bigard, Jasper County Treasurer and Collector of Taxes (the “Treasurer”); and

Jasper County, North Muddy Township, Wade Township, South Muddy Township, Smallwood Township, Jasper County Multi-Township Assessing District B, Jasper County Unit School District #1, Wade Community Fire Protection District, Clay City Fire District, Dieterich Fire District, Newton Public Library, Illinois Eastern Community Colleges District 529, and University of Illinois Extension, Jasper/Cumberland Unit (collectively referred to as the “Taxing Districts”); and

The Jasper County Supervisor of Assessments and Jasper County Board of Review (collectively, the “Assessing Officials”).

### **Background**

A. Ameren owns the Newton Power Station located in Jasper County, Illinois (the “Newton Station”).

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

C. A dispute exists between Ameren and the Taxing Districts involving the Newton Station’s property tax assessment (“Appealed Parcels”) for assessment years 2009 – 2012, which disputes are the subject matter of complaints filed by Ameren and currently pending before the Illinois Property Tax Appeal Board (“PTAB”) (the 2009-2012 appeals are collectively referred to as the “PTAB Appeals”).

D. In addition to the Appealed Parcels, there exist additional parcels of Newton Station which were not subject to property tax assessment appeals (“Unappealed Parcels”). The parties desire to settle the current PTAB Appeals on the Appealed Parcels, and to establish an assessment for 2013 on the Appealed Parcels and the Unappealed Parcels.

E. This Agreement pertains exclusively to the property tax assessment of the Newton Station for tax years 2009-2013.

F. Ameren, the Taxing Districts, and the Assessing Officials enter into this Agreement pursuant to: (i) Section 200/9-45 of the Illinois Property Tax Code (35 ILCS 200/9-45), as in effect on the date this Agreement becomes effective, Article VII, Section 10(a) of the Illinois Const. Art. VII § 10(a), (ii) the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1

et. seq. (1992), (iii) the corporate authority of Ameren and (iv) all other applicable authority of the Assessing Officials and the Taxing Districts.

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

## **AGREEMENT**

**1. Circuit Court Action; Approval of Agreement.** Within thirty (30) days after this Agreement has been fully executed by the Parties, Ameren will file a declaratory judgment action, tax objection action or other litigation in the Circuit Court for Jasper County seeking a declaration from the Circuit Court as to the parties' rights and obligations under this Agreement and seeking approval of this Agreement. None of the provisions of this Agreement shall be of any force or effect until after this Agreement has been approved by the Circuit Court.

**2. Stipulation of Values in 2009-2012 PTAB Appeals.** Within fifteen (15) days of the Circuit Court's approval of this Agreement, Ameren and the Taxing Districts will execute, or cause their attorneys to execute, Joint Stipulations of Assessed Values ("Joint Stipulations," attached as Exhibit 1 to this Agreement), thereby establishing the assessed values for the Appealed Parcels and resolving the 2009-2012 PTAB Appeals. Notwithstanding any provisions of law regarding assessment reductions, neither the Joint Stipulations nor any resultant orders of the Illinois Property Tax Appeal Board or Circuit Court regarding the 2009-2012 assessments shall in any manner impact or affect the Refund or Installment Payments set forth in Paragraph 3 or Paragraph 4, or the amount of money to be paid to Ameren in connection with the 2009-2012 assessments. In acknowledgement of the payments to Ameren under this Agreement, Ameren agrees not to apply for a refund from the County as the result of the decreased assessed values.

**3. 2013 Assessment.** For the 2013 assessment year, the property tax assessment of Newton Station, after imposition of all multipliers shall be as shown on Exhibit 2. The 2013 equalized assessed valuations in Exhibit 2 shall not be subject to change for any reason whatsoever, including any new conversions, replacements, additions or other improvements to the Newton Station. Neither Ameren nor the Taxing Districts shall request any local assessing official or body, including any Township, or Multi-Township Assessor, the Jasper County Supervisor of Assessments, or the Jasper County Board of Review to set an equalized assessed valuation on Newton Station in an amount other than that set forth in Exhibit 2. So long as the Supervisor of Assessments and the Board of Review set the equalized assessed valuation in the amounts set forth in Exhibit 2, neither Ameren nor the Taxing Districts will file any assessment appeal with the Circuit Court, Board of Review or the PTAB or seek any judicial or administrative review therefrom. If for any reason, including the imposition of any state or local multiplier, the 2013 assessments are set in amounts other than shown in Exhibit 2, the parties shall make all efforts to correct the aforesaid valuation by any statutory means (such as certificates of error) prior to the due date of tax payments, or if necessary jointly appeal to the PTAB to insure that the EAV's are as set forth on Exhibit 2.

**4. Refunds to Ameren.** In consideration of the mutual promises set forth herein, Ameren and the Taxing Districts acknowledge and agree that, in connection with the settlement of the PTAB Appeals and the filing of Joint Stipulations, the Taxing Districts shall pay and Ameren shall receive a refund in the total amount of \$4,000,000 (without interest), to be paid (pursuant to Paragraph 5) in eight equal installments of \$500,000 (each, an “Installment Payment,” and collectively, the “Refund”), or earlier-paid pursuant to Paragraph 6. Based on the Assessed Values set forth in the Joint Stipulations, and but for Ameren’s forbearance and agreement to accept the Refund as specified in this Paragraph 4, Ameren would be entitled to payment of the Refund, plus interest, from the next taxes collected as provided in 35 ILCS 200/23-20.

**5. Timing and Manner of Payment of Refunds.** Beginning on December 1, 2013, and then on December 1<sup>st</sup> of each year until the entire Refund has been paid, the Treasurer shall make the Installment Payments specified in Paragraph 4 on behalf of the Taxing Districts by issuing a check payable to Ameren, or its designee, and delivered to Ameren’s offices at 1500 Eastport Plaza Collinsville, Illinois 62234, or such other address as Ameren shall designate in writing. Separately, the Taxing Districts have entered into an Intergovernmental Agreement Regarding Ameren Settlement (“Intergovernmental Agreement”), which governs the rights and responsibilities of the Taxing Districts to each other with respect to payments to be made under Paragraph 4 and Paragraph 5 of this Agreement. The Intergovernmental Agreement is attached hereto as Exhibit 3. For purposes of carrying out the provisions of Paragraph 4 and this Paragraph 5, each of the Taxing Districts irrevocably authorizes the Treasurer to make the Installment Payments to Ameren.

**6. Prepayment Option.** The Installment Payments may be prepaid by any Taxing District on any date with thirty (30) days’ notice to Ameren, or its designee, and delivered to Ameren’s offices at 1500 Eastport Plaza Collinsville, Illinois 62234, or such other address as Ameren shall designate in writing. The prepayment amount will be the sum of the present values of the remaining scheduled Installment Payments, discounted to the prepayment date, assuming a 360-day year consisting of twelve 30-day months, compounded semi-annually, at the Treasury Rate, plus 100 basis points not to exceed 4% (the “Prepayment Amount”). The Treasury Rate means the yield to maturity of the most recently auctioned five-year Treasury bond at the close of trading the business day prior to the date of the prepayment notice. Upon receipt of the Prepayment Amount, Ameren will provide notice to the Treasurer and the Taxing Districts that the respective Taxing District’s obligation under this Agreement has been met, and the Treasurer shall deduct the respective pre-paying Taxing District’s portion of the Installment Payment from each remaining Installment Payment. A Taxing District electing to make prepayment under this provision may not pay less than the sum of the total remaining Installment Payments, discounted as set forth in this Paragraph 6.

**7. Events of Default.** The occurrence of any of the following shall constitute an event of default under this Agreement: (a) the failure of the Treasurer, for any reason, to properly and timely pay an Installment Payment consistent with this Agreement; (b) the action by any Taxing District to dispute or contest: (i) the payment to Ameren of an Installment Payment, or (ii) the authority of the Treasurer to withhold from the Taxing District’s tax distributions its pro rata share of the Installment Payment to Ameren pursuant to Paragraph 5; or (c) the action by

Ameren or any Taxing District to appeal the 2013 Assessment, except as expressly allowed under Paragraph 3 to insure that the EAVs are as set forth on Exhibit 2.

**8. Remedies Upon Default.** Upon the occurrence of an event of default described in Paragraph 7(a) or 7(b), which is not cured within ninety (90) days of written notice of the default, Ameren may declare all or any portion of its then-outstanding Refund to be due and payable, in cash, whereupon all or such portion of its then-outstanding refund and all accrued and unpaid interest thereon shall become due and payable immediately. If any such event of default described in this Agreement has occurred and is continuing, Ameren may at any time proceed to protect and enforce its rights by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein, or for an injunction against a violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law or otherwise, including a mandamus action against the Treasurer to enforce the payment terms set forth in Paragraph 4 and Paragraph 5 of this Agreement. Each Taxing District understands, acknowledges and agrees that any action by Ameren pursuant to this Paragraph 8 is an action to enforce the provisions of this Agreement and Ameren's right to payment and recoupment of its Installment Payments and Refund. Each Taxing District expressly acknowledges the amount of each Installment Payment and the Refund, and Ameren's entitlement to receive such amounts will not be disputed or challenged in any future proceeding to collect the Installment Payment or Refund. Any action under this Paragraph 8 shall not constitute a claim, demand, liability, obligation or cause of action that has been released or waived under Paragraph 9 of this Agreement.

Upon the occurrence of an event of default described in Paragraph 7(c), which is not cured within thirty (30) days of written notice of the default, any non-defaulting party may at any time proceed to protect and enforce its rights by an action at law, suit in equity or other appropriate proceeding, including an action for specific performance of the 2013 EAV pursuant to Paragraph 3.

**9. All Parties; Mutual Releases.** Except for (i) the Taxing Districts' agreement that Ameren shall receive its Refund and Installment Payments under Paragraph 4 and Paragraph 5 of this Agreement, and (ii) the Parties' rights to appeal or to seek specific performance to enforce the setting of the 2013 assessment pursuant to this Agreement, each of the Parties hereby releases and forever discharges each other and all of their present and former employees, shareholders, officers, directors, agents, representatives and attorneys and all persons acting by, through, under or in concert with any of them, and all of their respective predecessors, successors, parents, affiliates and assigns from any and all claims, demands, liabilities, obligations, and causes of action of any kind or nature relating to the Newton Station's property tax assessments for assessment years 2009-2013.

**10. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing such counterpart.

**11. Modification.** No amendment, modification, restatements, supplement, termination or waiver of or to, or consent to any departure from, any provisions of this

Agreement shall be effective unless the same shall be in writing and signed on behalf of each of the parties hereto. Any waiver of any provision of this Agreement and any consent to any departure by a party from the terms of any provisions of this Agreement shall be effective only in the specified instance and for the specific purpose for which given.

**12. Authority.** Each Party to this Agreement has all requisite power and authority to enter into this Agreement and to consummate the settlement and transactions contemplated by this Agreement. The execution and delivery of this Agreement by each Party and the consummation of the settlement and transactions contemplated hereby have been duly authorized by all necessary action (including all necessary approvals by boards, commissions or councils) on the part of each Party. Wherever the authorization by a board, commission or council is required, the action of a majority of the members of such board, commission or council shall constitute the due authorization of such board, commission or council. This Agreement constitutes the valid and binding obligation of each Party enforceable against each Party in accordance with its terms.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

**AMEREN ENERGY GENERATING  
COMPANY**

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

Its: \_\_\_\_\_

**JASPER COUNTY**

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

Its: Chairman

**JASPER COUNTY UNIT SCHOOL  
REVIEW  
DISTRICT #1**

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

Its: \_\_\_\_\_

**JASPER COUNTY BOARD OF**

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

Its: \_\_\_\_\_

**CLINTON BIGARD, JASPER COUNTY  
TREASURER**

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

Its: \_\_\_\_\_

**JASPER COUNTY SUPERVISOR  
OF ASSESSMENTS**

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

Its: \_\_\_\_\_

**SOUTH MUDDY TOWNSHIP**

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

Its: \_\_\_\_\_

**JASPER COUNTY MULTI-TOWNSHIP  
ASSESSING DISTRICT B**

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

Its: \_\_\_\_\_

**NORTH MUDDY TOWNSHIP**

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

Its: \_\_\_\_\_

**WADE TOWNSHIP**

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

Its: \_\_\_\_\_

**SMALLWOOD TOWNSHIP**

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

Its: \_\_\_\_\_

**CLAY CITY FIRE DISTRICT**

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

Its: \_\_\_\_\_

**DIETERICH FIRE DISTRICT**

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

Its: \_\_\_\_\_

**WADE COMMUNITY FIRE  
PROTECTION DISTRICT**

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

Its: \_\_\_\_\_

**NEWTON PUBLIC LIBRARY**

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

Its: \_\_\_\_\_

**ILLINOIS EASTERN COMMUNITY  
COLLEGES DISTRICT 529**

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

Its: \_\_\_\_\_

**UNIVERSITY OF ILLINOIS EXTENSION,  
JASPER/CUMBERLAND UNIT**

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

Its: \_\_\_\_\_



**STATE OF ILLINOIS  
PROPERTY TAX APPEAL BOARD**

AMEREN ENERGY GENERATING COMPANY,	)	Docket No.:	09-01814
	)		
	)		
Petitioner,	)	Parcel Nos.:	<u>See Exhibit A</u>
	)		
v.	)		
	)	County:	Jasper
JASPER COUNTY, JASPER COUNTY UNIT SCHOOL DISTRICT #1 and JASPER COUNTY BOARD OF REVIEW.	)	Assessment Year:	2009
	)		
Respondents	)		

**JOINT STIPULATION OF ASSESSED VALUE**

The parties to the above-referenced appeal jointly stipulate that the equalized assessed value of the Newton Station is One Hundred Fifteen Million Dollars (\$115,000,000) (“Total EAV”) for the January 1, 2009 assessment. The Total EAV is to be allocated among the various parcels comprising the Subject Property as set forth on the attached Exhibit A.

**AMEREN ENERGY GENERATING COMPANY**

**JASPER COUNTY**

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

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

Its: \_\_\_\_\_

Its: Chairman

**JASPER COUNTY UNIT SCHOOL DISTRICT #1**

**JASPER COUNTY BOARD OF REVIEW**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

## Exhibit A

### 2009 Stipulated Equalized Assessed Values

Parcel Number	Land	Improvements	Total
58-06-25-200-001	29,870	117,788	147,658
58-06-36-200-001	17,400	90,369	107,769
58-06-36-200-005	79,545	324,652	404,197
58-11-01-200-001	18,575	91,384	109,959
58-11-12-200-001	17,270	86,308	103,578
58-11-13-400-001	13,045	68,031	81,076
58-11-13-400-004	43,495	23,354	66,849
83-11-23-300-001	204,440	55,246,571	55,451,011
83-11-24-100-001	277,940	55,246,571	55,524,511
83-16-10-100-001	278,380	929,167	1,207,547
90-07-31-100-005	23,235	94,842	118,077
90-07-31-200-006	43,695	178,309	222,004
90-07-32-100-010	52,635	214,804	267,439
90-07-32-200-008	19,860	81,089	100,949
90-07-32-200-010	2,980	12,140	15,120
90-07-32-200-012	21,850	89,187	111,037
90-07-33-100-007	4,970	20,239	25,209
90-07-33-300-009	15,885	64,832	80,717
90-07-33-300-011	19,860	81,024	100,884
90-07-33-400-008	21,945	89,604	111,549
90-12-02-100-061	1,790	7,329	9,119
90-12-03-100-014	15,690	64,063	79,753
90-12-03-100-016	6,055	24,703	30,758
90-12-03-100-018	35,055	143,061	178,116
90-12-03-200-026	28,900	117,936	146,836
90-12-03-200-028	21,650	88,348	109,998
90-12-04-200-010	17,375	70,905	88,280
<b>Total</b>	<b>1,333,390</b>	<b>113,666,610</b>	<b>115,000,000</b>



## Exhibit A

### 2010 Stipulated Equalized Assessed Values

Parcel Number	Land	Improvements	Total
58-06-25-200-001	29,870	110,534	140,404
58-06-36-200-001	17,400	84,804	102,204
58-06-36-200-005	79,545	304,659	384,204
58-11-01-200-001	18,575	85,756	104,331
58-11-12-200-001	17,270	80,993	98,263
58-11-13-400-001	13,045	63,841	76,886
58-11-13-400-004	43,495	21,915	65,410
83-11-23-300-001	204,440	51,844,288	52,048,728
83-11-24-100-001	277,940	51,844,288	52,122,228
83-16-10-100-001	278,380	871,946	1,150,326
90-07-31-100-005	23,235	89,002	112,237
90-07-31-200-006	43,695	167,328	211,023
90-07-32-100-010	52,635	201,576	254,211
90-07-32-200-008	19,860	76,095	95,955
90-07-32-200-010	2,980	11,393	14,373
90-07-32-200-012	21,850	83,695	105,545
90-07-33-100-007	4,970	18,992	23,962
90-07-33-300-009	15,885	60,840	76,725
90-07-33-300-011	19,860	76,034	95,894
90-07-33-400-008	21,945	84,086	106,031
90-12-02-100-061	1,790	6,877	8,667
90-12-03-100-014	15,690	60,117	75,807
90-12-03-100-016	6,055	23,181	29,236
90-12-03-100-018	35,055	134,251	169,306
90-12-03-200-026	28,900	110,673	139,573
90-12-03-200-028	21,650	82,907	104,557
90-12-04-200-010	17,375	66,538	83,913
<b>Total</b>	<b>1,333,390</b>	<b>106,666,610</b>	<b>108,000,000</b>

**STATE OF ILLINOIS  
PROPERTY TAX APPEAL BOARD**

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AMEREN ENERGY GENERATING COMPANY,	)	Docket No.:	11-05251
	)		
	)		
Petitioner,	)	Parcel Nos.:	<u>See Exhibit A</u>
	)		
v.	)		
	)	County:	Jasper
JASPER COUNTY, JASPER COUNTY	)		
UNIT SCHOOL DISTRICT #1 and JASPER	)	Assessment Year:	2011
COUNTY BOARD OF REVIEW.	)		
	)		
Respondents	)		

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**JOINT STIPULATION OF ASSESSED VALUE**

The parties to the above-referenced appeal jointly stipulate that the equalized assessed value of the Newton Station is One Hundred Million Dollars (\$100,000,000) (“Total EAV”) for the January 1, 2011 assessment. The Total EAV is to be allocated among the various parcels comprising the Subject Property as set forth on the attached Exhibit A.

**AMEREN ENERGY GENERATING  
COMPANY**

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

Its: \_\_\_\_\_

**JASPER COUNTY**

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

Its: Chairman

**JASPER COUNTY UNIT SCHOOL  
DISTRICT #1**

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

Its: \_\_\_\_\_

**JASPER COUNTY BOARD OF  
REVIEW**

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

Its: \_\_\_\_\_

## Exhibit A

### 2011 Stipulated Equalized Assessed Values

Parcel Number	Land	Improvements	Total
58-06-25-200-001	29,870	102,244	132,114
58-06-36-200-001	17,400	78,444	95,844
58-06-36-200-005	79,545	281,809	361,354
58-11-01-200-001	18,575	79,325	97,900
58-11-12-200-001	17,270	74,919	92,189
58-11-13-400-001	13,045	59,053	72,098
58-11-13-400-004	43,495	20,272	63,767
83-11-23-300-001	204,440	47,955,964	48,160,404
83-11-24-100-001	277,940	47,955,964	48,233,904
83-16-10-100-001	278,380	806,550	1,084,930
90-07-31-100-005	23,235	82,326	105,561
90-07-31-200-006	43,695	154,779	198,474
90-07-32-100-010	52,635	186,458	239,093
90-07-32-200-008	19,860	70,388	90,248
90-07-32-200-010	2,980	10,538	13,518
90-07-32-200-012	21,850	77,417	99,267
90-07-33-100-007	4,970	17,568	22,538
90-07-33-300-009	15,885	56,277	72,162
90-07-33-300-011	19,860	70,332	90,192
90-07-33-400-008	21,945	77,780	99,725
90-12-02-100-061	1,790	6,362	8,152
90-12-03-100-014	15,690	55,609	71,299
90-12-03-100-016	6,055	21,443	27,498
90-12-03-100-018	35,055	124,182	159,237
90-12-03-200-026	28,900	102,373	131,273
90-12-03-200-028	21,650	76,689	98,339
90-12-04-200-010	17,375	61,548	78,923
<b>Total</b>	<b>1,333,390</b>	<b>98,666,610</b>	<b>100,000,000</b>

**STATE OF ILLINOIS  
PROPERTY TAX APPEAL BOARD**

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AMEREN ENERGY GENERATING COMPANY,	)	Docket No.:	[Not yet assigned]
	)		
	)		
Petitioner,	)	Parcel Nos.:	<u>See Exhibit A</u>
	)		
v.	)		
	)	County:	Jasper
JASPER COUNTY, JASPER COUNTY	)		
UNIT SCHOOL DISTRICT #1 and JASPER	)	Assessment Year:	2012
COUNTY BOARD OF REVIEW.	)		
	)		
Respondents	)		

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**JOINT STIPULATION OF ASSESSED VALUE**

The parties to the above-referenced appeal jointly stipulate that the equalized assessed value of the Newton Station is Ninety Million Dollars (\$90,000,000) (“Total EAV”) for the January 1, 2012 assessment. The Total EAV is to be allocated among the various parcels comprising the Subject Property as set forth on the attached Exhibit A.

**AMEREN ENERGY GENERATING  
COMPANY**

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

Its: \_\_\_\_\_

**JASPER COUNTY**

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

Its: Chairman

**JASPER COUNTY UNIT SCHOOL  
DISTRICT #1**

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

Its: \_\_\_\_\_

**JASPER COUNTY BOARD OF  
REVIEW**

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

Its: \_\_\_\_\_

## Exhibit A

### 2012 Stipulated Equalized Assessed Values

Parcel Number	Land	Improvements	Total
58-06-25-200-001	29,870	91,882	121,752
58-06-36-200-001	17,400	70,493	87,893
58-06-36-200-005	79,545	253,247	332,792
58-11-01-200-001	18,575	71,285	89,860
58-11-12-200-001	17,270	67,326	84,596
58-11-13-400-001	13,045	53,068	66,113
58-11-13-400-004	43,495	18,217	61,712
83-11-23-300-001	204,440	43,095,560	43,300,000
83-11-24-100-001	277,940	43,095,560	43,373,500
83-16-10-100-001	278,380	724,805	1,003,185
90-07-31-100-005	23,235	73,983	97,218
90-07-31-200-006	43,695	139,092	182,787
90-07-32-100-010	52,635	167,560	220,195
90-07-32-200-008	19,860	63,254	83,114
90-07-32-200-010	2,980	9,470	12,450
90-07-32-200-012	21,850	69,571	91,421
90-07-33-100-007	4,970	15,787	20,757
90-07-33-300-009	15,885	50,573	66,458
90-07-33-300-011	19,860	63,203	83,063
90-07-33-400-008	21,945	69,897	91,842
90-12-02-100-061	1,790	5,717	7,507
90-12-03-100-014	15,690	49,973	65,663
90-12-03-100-016	6,055	19,269	25,324
90-12-03-100-018	35,055	111,596	146,651
90-12-03-200-026	28,900	91,997	120,897
90-12-03-200-028	21,650	68,917	90,567
90-12-04-200-010	17,375	55,310	72,685
<b>Total</b>	<b>1,333,390</b>	<b>88,666,610</b>	<b>90,000,000</b>



## Exhibit 2

### **To Newton Station Settlement Agreement Agreed 2013 Assessments**

<b>PARCEL NUMBER</b>	<b>LAND</b>	<b>BUILDING</b>	<b>TOTAL</b>
58-06-24-300-003*	1,310		1,310
58-06-25-200-001*	29,870	90,275	120,145
58-06-36-200-001*	17,400	69,260	86,660
58-06-36-200-005**	79,545	248,825	328,370
58-11-01-200-001*	18,575	70,040	88,615
58-11-12-200-001*	17,270	66,150	83,420
58-11-13-400-001*	13,045	52,140	65,185
58-11-13-400-004*	43,495	17,900	61,395
58-11-14-300-004***	1,270		1,270
58-11-14-400-007***	3,445	2,925	6,370
58-11-15-400-008	26,100		26,100
78-12-19-100-001	91,880		91,880
78-12-19-300-002	4,350		4,350
78-12-30-100-001	7,585		7,585
78-12-30-300-001	12,785		12,785
83-11-21-400-002	26,100		26,100
83-11-22-200-001	225,225		225,225
83-11-23-100-003***	110,090		110,090
83-11-23-100-004***	2,820		2,820
83-11-23-100-005***	113,250		113,250
83-11-23-100-006***	27,890		27,890
83-11-23-200-001***	81,860		81,860
83-11-23-200-002***	37,630		37,630
83-11-23-200-003***	47,025		47,025
83-11-23-200-004***	55,890		55,890
83-11-23-200-005***	3,385		3,385
83-11-23-300-001	204,440	42,343,405	42,547,845
83-11-24-100-001	277,940	42,343,405	42,621,345
83-11-25-100-001	278,335		278,335
83-11-26-100-001	278,380		278,380
83-11-27-100-001	278,380		278,380
83-11-28-200-002	34,825		34,825
83-11-34-100-001	278,380		278,380
83-11-35-100-001	252,280		252,280
83-11-36-100-001	56,540		56,540
83-16-02-100-001	187,035		187,035
83-16-03-100-001	283,420		283,420
83-16-04-400-001	69,160		69,160

83-16-10-100-001****	278,380	712,155	990,535
83-16-11-100-001	40,960		40,960
90-07-31-100-005**	23,235	72,690	95,925
90-07-31-200-006**	43,695	136,665	180,360
90-07-32-100-010**	52,635	164,635	217,270
90-07-32-200-008**	19,860	62,150	82,010
90-07-32-200-010**	2,980	9,305	12,285
90-07-32-200-012**	21,850	68,355	90,205
90-07-33-100-007**	4,970	15,510	20,480
90-07-33-300-009**	15,885	49,690	65,575
90-07-33-300-011**	19,860	62,100	81,960
90-07-33-400-008**	21,945	68,675	90,620
90-07-33-400-009=	7,565	23,250	30,815
90-12-02-100-061**	1,790	5,615	7,405
90-12-03-100-014**	15,690	49,100	64,790
90-12-03-100-016**	6,055	18,930	24,985
90-12-03-100-018**	35,055	109,650	144,705
90-12-03-200-026**	28,900	90,390	119,290
90-12-03-200-028**	21,650	67,715	89,365
90-12-04-200-010**	17,375	54,345	71,720
90-12-17-100-008	8,700		8,700
90-12-17-100-009	7,610		7,610
90-12-17-300-001	1,085		1,085
90-12-17-300-003	8,700		8,700
90-12-18-200-010	13,050		13,050
90-12-18-300-003	9,735		9,735
90-12-18-300-004	11,355		11,355
90-12-18-300-005	9,735		9,735
90-12-18-400-001	68,655		68,655
<b>TOTAL</b>	<b>4,397,165</b>	<b>87,145,250</b>	<b>91,542,415</b>

**EXHIBIT 3**

(Attach Intergovernmental Agreement)

**Agenda Item #8D**

**Inter-Governmental Agreement Regarding Ameren Settlement**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 19, 2013  
RE: Inter-Governmental Agreement Regarding Ameren Settlement

An agreement has been made with Ameren concerning the assessment of the Newton Station, which has been accepted by the affected taxing bodies. The Board has reviewed and approved the Inter-Governmental Agreement regarding the Ameren Settlement in the past.

This Inter-Governmental agreement describes the method of payment and the amount of payment due from each taxing body, including IECC, and sets forth the penalty for non-payment.

I ask the Board's approval of this agreement.

TLB/rs

Attachment

**INTERGOVERNMENTAL AGREEMENT REGARDING  
AMEREN SETTLEMENT**

THIS AGREEMENT made and entered into by and between Wade Township, Newton Public Library, South Muddy Township, Wade Fire Protection District, Jasper County, Illinois Eastern Community College No. 529, Jasper Unit #1, Multi-Township District B, North Muddy Township and University of Illinois Extension (hereinafter referred to in the aggregate as “TAXING DISTRICTS”);

**WHEREAS**, each of the TAXING DISTRICTS is a governmental unit which exercises the power of taxation of real property and which depends in part upon tax revenues to carry out its duties and purposes; and

**WHEREAS**, Ameren Energy Generating Company (“Ameren”) has disputed with the Jasper County Board of Review and PTAB the assessments for the years 2009-2012 of various parcels of real property identified herein as Exhibit A that are owned by Ameren and situated within the County of Jasper (hereinafter referred to as “Subject Property”); and

**WHEREAS**, the TAXING DISTRICTS desire to resolve their protracted dispute concerning the assessment of the subject real property without further litigation, and to establish mutually acceptable procedures for satisfaction of existing and asserted tax refund liability; and

**WHEREAS**, pursuant to a settlement agreement reached with Ameren Energy Generating Company (“Ameren Settlement”) concerning Ameren’s current and future taxes, the Jasper County taxing bodies are or will be liable to Ameren for a payment totaling \$4,000,000 (four million dollars) to be paid by the TAXING DISTRICTS in eight equal annual installments of \$500,000 (five hundred thousand dollars), a proportionate share of which will be paid on an annual basis by each TAXING DISTRICT; and

**WHEREAS**, the Ameren Settlement is authorized and will be approved by a Court of competent jurisdiction under Section 9-45 of the Illinois Property Tax Code, 35 ILCS 200/9-45 (2013); and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorizes the TAXING DISTRICTS to enter into this intergovernmental agreement.

**NOW THEREFORE**, IT IS HEREBY MUTUALLY AGREED that the TAXING DISTRICTS do hereby enter into this agreement pursuant to the authority provided by the Intergovernmental Corporation Act as follows:

### **TERMS OF AGREEMENT**

#### **1. INCORPORATION OF RECITALS**

The TAXING DISTRICTS reaffirm the above Preamble and incorporate them by reference into the terms of this Agreement.

#### **2. PURPOSE**

The purpose of this agreement is to provide a mutually agreeable procedure by which the TAXING DISTRICTS shall make timely payment for their proportionate share under the Ameren Settlement.

#### **3. AGREED PROPORTIONATE ANNUAL REFUND LIABILITY**

The Jasper County Supervisor of Assessments, Jasper County Treasurer and other Jasper County taxing and assessment authorities have calculated the estimated tax refund liability which would accrue to each TAXING DISTRICT in the event that the PTAB were to order an assessment reduction that would have resulted in a total refund of \$4,000,000, and have divided these amounts into eight equal installments without interest. Each TAXING DISTRICT agrees

that the amounts that follow are a substantially correct calculation of its proportionate liability.

Each TAXING DISTRICT agrees to pay its respective shares as shown below:

<b>Taxing District</b>	<b>Total Liability</b>	<b>Annual Payment (2013 – 2020)</b>
Jasper CUSD No. 1	2,426,840.00	303,355.00
Jasper County	969,080.00	121,135.00
Wade Fire Protection District	59,400.00	7,425.00
South Muddy Township	106,480.00	13,310.00
North Muddy Township	9,280.00	1,160.00
Wade Township	10,120.00	1,265.00
Newton Public Library	100,160.00	12,520.00
Multi-Township Assessment District 3	4,840.00	605.00
Illinois Eastern Community College No. 529	295,640.00	36,955.00
CEXT - Jasper County Unit	18,160.00	2,270.00
<b>TOTAL</b>	<b>\$4,000,000</b>	<b>\$500,000</b>



**4. AGREED PROCEDURES FOR SATISFACTION OF REFUND LIABILITY**

Pursuant to the Ameren Settlement, Ameren has agreed to accept, in full satisfaction of its claims, payment of sums aggregating to \$4,000,000, in installments due on December 1, in each of the years 2013, 2014, 2015, 2016, 2017, 2018, 2019 and 2020. Each TAXING DISTRICT agrees to satisfy its refund liability arising as a consequence of the Ameren Settlement by making payments on an annual basis in the amount set forth in Section 3. Each TAXING DISTRICT agrees to make the payment in the amount set forth in Section 3 on or before November 1 of each year, beginning with November 1, 2013 and continuing until November 1, 2020. In the event that any TAXING DISTRICT defaults in the payment of any such annual installment obligation, the County Treasurer shall withhold such annual installment obligation from the next tax collections that would otherwise be distributed to the defaulting TAXING DISTRICT.

**5. INDEMNIFICATION**

The TAXING DISTRICTS agree to indemnify, defend and hold the other TAXING DISTRICTS, their directors, officers, employees and agents harmless for and against all losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may in any way accrue from that TAXING DISTRICT'S failure to make timely payment or perform any of its obligations under this Agreement.

**6. DURATION OF AGREEMENT**

This agreement shall become effective upon the date of its approval by the governing bodies of each of the TAXING DISTRICTS which are parties hereto. It shall remain in effect indefinitely in full force and effect until the total settlement payment of \$4,000,000 has been

made to Ameren. Termination of this agreement shall not act to discharge any liability incurred by the several governmental units who are parties to this agreement.

**7. ADVICE OF COUNSEL**

The parties acknowledge and agree that they have read and understood the terms of this Agreement and enter into it voluntarily, with advice of legal counsel and without any duress or undue influence on the part of or on behalf of any party.

**8. COMPLETE AGREEMENT**

This Agreement represents the full and complete understanding of the parties and all prior Agreements, whether oral or written, which pertain to any of the subject matters expressed herein, are hereby deemed merged into this Agreement and superseded by the terms and conditions expressed herein.

**9. AMENDMENT OF AGREEMENT**

This Agreement may only be modified in writing signed by a duly authorized representative of each of the signatory parties.

**10. BINDING ON SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the TAXING DISTRICTS, their officers and administrators, and their successors and assigns.

**11. SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**12. CAPTIONS AND PARAGRAPH HEADINGS.**

Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be approved by their respective governing bodies, and signed and attested by their proper officers, on the dates written below.

**WADE TOWNSHIP**

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

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

**NEWTON PUBLIC LIBRARY**

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

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

**SOUTH MUDDY TOWNSHIP**

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

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

**WADE FIRE PROTECTION DISTRICT**

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

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

**JASPER COUNTY**

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

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

**ILLINOIS EASTERN  
COMMUNITY COLLEGE NO.  
529**

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

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

**JASPER UNIT S.D. NO. 1**

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

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

**NORTH MUDDY TOWNSHIP**

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

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

**JASPER COUNTY TREASURER**

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

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

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**MULTI-TOWNSHIP  
ASSESSMENT DISTRICT 3**

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

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

**UNIVERSITY OF ILLINOIS  
EXTENSION**

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

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

**Agenda Item #8E**

**Rider to Inter-Governmental Agreement Regarding Ameren Settlement**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 19, 2013  
RE: Rider to Inter-Governmental Agreement Regarding Ameren Settlement

Following the preparation of the Inter-Governmental Agreement regarding the Ameren Settlement, one of the taxing bodies wished to make a prepayment of the amount due under the settlement agreement.

Because some taxing bodies had already approved the Inter-Governmental Agreement, the parties agreed to attach a rider to that agreement setting forth a prepayment option.

I would ask the Board's approval of this rider to the Inter-Governmental Agreement regarding the Ameren Settlement.

TLB/rs

Attachment

**RIDER TO INTERGOVERNMENTAL AGREEMENT REGARDING  
AMEREN SETTLEMENT**

This Rider is entered into this \_\_\_ of \_\_\_\_\_, 2013 and modifies the Intergovernmental Agreement Regarding Ameren Settlement (“Intergovernmental Agreement”) between Wade Township, Newton Public Library, South Muddy Township, Wade Fire Protection District, Jasper County, Illinois Eastern Community College No. 529, Jasper Unit #1, Multi-Township District B, North Muddy Township and University of Illinois Extension (hereinafter referred to in the aggregate as “TAXING DISTRICTS”). The Intergovernmental Agreement is hereby modified as follows:

1. Paragraph 13 of the Agreement shall be added as follows:

**Prepayment Option:** Payment for the Ameren Settlement may be prepaid by any Taxing District on any date with 30 days’ notice to the Jasper County Supervisor of Assessments, Jasper County Treasurer and Ameren at Ameren’s offices at 1500 Eastport Plaza, Collinsville, Illinois 62234, or such other address as Ameren shall designate in writing. The prepayment amount will be the sum of the present values of the remaining scheduled Installment Payments, discounted to the prepayment date, assuming a 360-day year consisting of twelve 30-day months, compounded semi-annually, at the Treasury Rate, plus 100 basis points not to exceed 4% (the “Prepayment Amount”). The Treasury Rate means the yield to maturity of the most recently auctioned five-year Treasury bond at the close of trading the business day prior to the date of the pre-payment notice. Any Taxing District desiring to exercise this Prepayment Option shall make payment for the full Prepayment Amount to the Jasper County Treasurer, who will accept the Prepayment Amount and issue payment for the full Prepayment Amount to Ameren within 7 days of receipt. Upon receipt of the Prepayment Amount, Ameren will provide notice to the Treasurer and the Taxing Districts that the respective Taxing District’s obligation under this Agreement has been met, and the Treasurer shall deduct the respective pre-paying Taxing District’s portion of the Installment Payment from each remaining Installment Payment.

**WADE TOWNSHIP**

**NEWTON PUBLIC LIBRARY**

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

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

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

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

**SOUTH MUDDY TOWNSHIP**

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

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

**JASPER COUNTY**

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

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

**JASPER UNIT S.D. NO. 1**

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

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

**NORTH MUDDY TOWNSHIP**

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

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

**JASPER COUNTY TREASURER**

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

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

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**WADE FIRE PROTECTION DISTRICT**

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

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

**ILLINOIS EASTERN COMMUNITY COLLEGE NO. 529**

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

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

**MULTI-TOWNSHIP DISTRICT B**

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

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

**UNIVERSITY OF ILLINOIS EXTENSION**

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

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



**Agenda Item #8F**

**Articulation Agreement with SIU-Carbondale – Social Services Specialist**

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: November 19, 2013

RE: Program Articulation Agreement between IECC and Southern Illinois University-Carbondale

The following Program Articulation Agreement between IECC and Southern Illinois University-Carbondale will allow IECC Associate in Applied Science graduates in the Social Services Specialist degree at Wabash Valley College who meet SIUC admission requirements to be considered, based on space availability, for admission into SIUC's Bachelor of Science degree in Social Work in the College of Education and Human Services.

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

The agreement shall be in effect as of the date upon approval of both parties, and shall automatically renew until either party terminates this agreement by sending written notification of such termination to the other party no less than 90 days prior to the end of the semester in effect at the time.

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

TLB/rs

Attachment

PROGRAM ARTICULATION AGREEMENT  
BETWEEN  
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE  
CARBONDALE, IL

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this agreement is set forth between Illinois Eastern Community Colleges-Wabash Valley and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

- All graduates of Illinois Eastern Community Colleges-Wabash Valley with an Associate of Applied Science (A.A.S.) degree in Social Services Specialist and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Social Work in the College of Education and Human Services based upon the Departments enrollment criteria and space availability.
- A Illinois Eastern Community Colleges-Wabash Valley graduate receiving an A.A.S. degree in Social Services Specialist will be considered for admission to SIU Carbondale's Social Work program if the following are met:
  - A minimum of 60 transferable hours to SIU Carbondale
  - An overall grade point average (GPA) of 2.0 or above (4.0 scale) as calculated by SIU Carbondale's grading regulations
  - The completion of the following courses as a part of the A.A.S. degree in Social Services Specialist at Illinois Eastern Community Colleges-Wabash Valley:
    - LSC 1101-4, *General Biology I*
    - SOC 1101-3, *Principles of Sociology*
    - PSY 1101-3, *General Psychology I*
    - PLS 2101-3, *Government of the US*
    - ECN 2102-3, *Principles of Microeconomics*
- Illinois Eastern Community Colleges-Wabash Valley students transferring to the Social Work baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate Applied Science degree requirements at Illinois Eastern Community Colleges-Wabash Valley will have their related

coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department.

- Students will be required to complete 60 senior institution hours (42 senior institution hours at the 300-400 course level from a 4 year institution beginning with the 2013-2014 SIU Carbondale Undergraduate Catalog), last 30 semester hours at SIU for residency, and at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Social Work. Coursework may include University Core Curriculum as well as Social Work major courses.
- An SIU Carbondale Social Work representative will communicate periodically with Illinois Eastern Community Colleges-Wabash Valley personnel in Social Services for general advisement and degree planning purposes.
- Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and university guidelines, Illinois Eastern Community Colleges-Wabash Valley students will be eligible to receive the Bachelor of Science degree in Social Work, College of Education and Human Services, Southern Illinois University Carbondale.
- Should changes occur in course or program content, the school making the change agrees to notify the other school in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.
- SIU Carbondale and Illinois Eastern Community College-Wabash Valley agree to review this agreement annually. Illinois Eastern Community College-Wabash Valley and SIU Carbondale will designate an individual to serve as liaison for the purposes of monitoring this agreement. Each institution will provide updated curriculum changes immediately upon their availability.
- The parties acknowledge that many student educational records are protected by the Family Education Rights and Privacy Act (FERPA) and that the written authorization of student(s) must be obtained before student data can be released to anyone. The parties agree that any access to student records shall be in compliance with FERPA.
- This agreement is subject to change by legislative action, the Department of Education, the Southern Illinois University Board of Trustees, or the Illinois Eastern Community Colleges Board of Trustees.

- Indemnification:
  - A. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIU Carbondale shall indemnify and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIU Carbondale, its agents or employees, in the performance of SIU Carbondale's obligations under this Agreement.
  - B. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify and hold harmless SIU Carbondale, its agents and employees, from any claims, demands, or causes of action arising out of negligent acts or omissions of the College, its agents or employees, in the performance of the College's obligations under this Agreement.
  
- Reasonable efforts will be made to resolve problems with student(s) through discussions with the student's program instructor, supervisor, and SIU Carbondale's faculty members; however SIU Carbondale reserves the right to remove any student from enrollment at SIU Carbondale upon the determination that the student is unable or unwilling to fulfill the requirements of SIU Carbondale's educational program and mission, including by not limited to the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIU Carbondale, and the SIU Carbondale Student Conduct Code. SIU Carbondale shall also have the right to withdraw any student from its education degree program in accordance with its academic requirements, including but not limited to unsatisfactory academic performance and/or social misconduct.
  
- Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

For SIU Carbondale: Elaine Jurkowski, Interim Director  
 School of Social Work  
 College of Education and Human Services  
 Southern Illinois University Carbondale  
 Carbondale, IL 62901-4329  
 Phone: 618-453-2686  
 Email: etjurkow@siu.edu

For Illinois Eastern Community Colleges- Steve Patberg, Wabash Valley  
 Wabash Valley: Dean of Instruction  
 Wabash Valley College

2200 College Drive  
Mount Carmel, IL 62863  
Phone: 618-262-8641 Ext 3382  
Email: patbergs@iecc.edu

- This Agreement shall be in effect as of the Effective Date stated hereinabove and shall automatically renew until either party terminates this Agreement by sending written notification of such termination to the other parties no less than ninety (90) 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 the opportunity to complete course requirements due to this action. Notwithstanding the aforementioned, this Agreement shall be subject to review every year.

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

ILLINOIS EASTERN COMMUNITY COLLEGES-WABASH VALLEY

\_\_\_\_\_  
Steve Patberg, Dean of Instruction  
Wabash Valley College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Matthew Fowler, President  
Wabash Valley College

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Board of Trustees of Southern Illinois University

By \_\_\_\_\_  
Dr. Rita Cheng, Chancellor  
Southern Illinois University Carbondale

\_\_\_\_\_  
Date

**Agenda Item #8G**

**Business Associate Agreement – Wabash General Hospital**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 19, 2013  
RE: Business Associate Agreement – Wabash General Hospital - Athletic Program

IECC wishes to enter into a Business Associate Agreement with Wabash General Hospital, located in Mt. Carmel, Illinois.

This business associate agreement is for the Wabash Valley College Athletic Program.

I ask the Board's approval of this business associate agreement.

TLB/rs

Attachment



## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is executed, entered into and delivered on this 10<sup>th</sup> day of October, 2013 (“Effective Date”), by and between (i) **Wabash General Hospital** (the “Covered Entity”) and (ii) **Illinois Eastern Community Colleges (IECC)** (the “Business Associate”). The Covered Entity and the Business Associate are collectively referred to in this Agreement as the “Parties,” and either the Covered Entity or the Business Associate may be separately and individually identified in this Agreement as a “Party.”

### Recitals:

WHEREAS, the “Health Insurance Portability and Accountability Act of 1996” (“HIPAA”) grants the Secretary authority to promulgate and publish rules regulating the privacy and the security of certain categories of patient health information; and

WHEREAS, the Secretary has promulgated and published the Privacy Rule and Security Rule which are designed to protect the privacy of Individually Identifiable Health Information maintained or transmitted in connection with certain administrative and financial transactions; and

WHEREAS, the Privacy Rule and the Security Rule require covered entities to enter into a contract, referred to as a business associate agreement, with contractors receiving Protected Health Information, and mandate compliance with certain terms and conditions which are respectively prescribed in the Privacy Rule and the Security Rule; and

WHEREAS, the services which the Business Associate contemplates performing on behalf of the Covered Entity involve the use and/or disclosure of Protected Health Information, and, as a consequence, a business associate agreement between the Parties is required; and

WHEREAS, the “Health Information Technology for Economic and Clinical Health Act” (“HITECH”), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, imposes additional requirements with respect to the privacy and security of Protected Health Information, and requires the Secretary to promulgate and publish additional rules regulating the privacy and security of Protected Health Information; and

WHEREAS, the Secretary has promulgated the Breach Notification for Unsecured Protected Health Information, Interim Final Rule, published at 45 C.F.R. Parts 160 and 164 (the “Breach Notification Rule”) in accordance with HITECH; and

WHEREAS, HITECH and the Breach Notification Rule require covered entities and business associates to include certain terms and conditions in the business associate agreements required by HIPAA;

NOW, THEREFORE, in consideration of the covenants, terms and conditions which are contained in this Agreement, the respective obligations of the Parties, as defined in this Agreement, and other good and valuable considerations, the receipt and sufficiency of such

additional considerations being acknowledged by the Parties, the Covered Entity and the Business Associate agree as follows:

## 1. DEFINITIONS.

The following terms and phrases possess the meaning which is assigned to such terms and phrases by the provisions of this Agreement:

1.1 Administrative Safeguards. "Administrative Safeguards" has the same meaning as the term "administrative safeguards" in 45 C.F.R. §164.304.

1.2 Availability. "Availability" has the same meaning as the term "availability" in 45 C.F.R. §164.304.

1.3 Breach. "Breach" has the same meaning as the term "breach" in 45 C.F.R. §164.402.

1.4 Confidentiality. "Confidentiality" has the same meaning as the term "confidentiality" in 45 C.F.R. §164.304.

1.5 Data Aggregation. "Data Aggregation" has the same meaning as the term "data aggregation" in 45 C.F.R. §164.501.

1.6 Designated Record Set. "Designated Record Set" has the same meaning as the term "designated record set" in 45 C.F.R. §164.501.

1.7 Individual. "Individual" has the same meaning as the term "individual" in 45 C.F.R. §160.103, and includes a person who qualifies as a personal representative under 45 C.F.R. §164.502(g).

1.8 Individually Identifiable Health Information. "Individually Identifiable Health Information" has the same meaning as the term "individually identifiable health information" in 45 C.F.R. §160.103.

1.9 Integrity. "Integrity" has the same meaning as the term "integrity" in 45 C.F.R. §164.304.

1.10 Physical Safeguards. "Physical Safeguards" has the same meaning as the term "physical safeguards" in 45 C.F.R. §164.304.

1.11 Privacy Rule. "Privacy Rule" means the "Standards for Privacy of Individually Identifiable Health Information," as published at 45 C.F.R. part 160 and part 164, subparts A and E.

1.12 Protected Health Information. "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created on behalf of a Covered Entity by a Business Associate, or received by a Business Associate from a Covered Entity.

1.13 Required by Law. “Required by Law” has the same meaning as the term “required by law” in 45 C.F.R. §164.103.

1.14 Security Incident. “Security Incident” has the same meaning as the term “security incident” in 45 C.F.R. §164.304.

1.15 Security Rule. “Security Rule” means the “Security Standards for the Protection of electronic Protected Health Information,” as published at 45 C.F.R. part 160 and part 164, subpart C.

1.16 Secretary. “Secretary” means the Secretary of the Department of Health and Human Services, or his or her designee.

1.17 Technical Safeguards. “Technical Safeguards” has the same meaning as the term “technical safeguards” in 45 C.F.R. §164.304.

1.18 Unsecured Protected Health Information. “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” in 45 C.F.R. §164.402.

1.19 Other Terms or Phrases. Other terms or phrases which are utilized in this Agreement, without a specific definition being attributable to such terms and phrases, will possess the same meaning which is respectively assigned to the terms or phrases in HIPAA or HITECH, or any regulation promulgated under HIPAA or HITECH, as is applicable under the circumstances.

## 2. PERMITTED USES AND DISCLOSURES.

2.1 Except as otherwise limited by or under this Agreement, the Business Associate may use or disclose Protected Health Information to perform the duties and obligations of the Business Associate under the one or more contracts which exist between the Parties on the Effective Date (the “Contract”), so long as that use or disclosure would not violate the Privacy Rule, or the applicable policies and procedures of the Covered Entity relating to such use or disclosure.

2.2 The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all Protected Health Information shall be and remain the sole property of the Covered Entity, including any and all forms thereof developed by the Business Associate in the course of its fulfillment of its obligations pursuant to the underlying Contract.

2.3 The Business Associate’s requests for disclosure of Protected Health Information by Covered Entity to the Business Associate shall be only for the minimum necessary Protected Health Information for the accomplishment of the Business Associate’s purpose.

2.4 Except as otherwise limited by or under this Agreement, the Business Associate may use or disclose Protected Health Information in connection with the proper management and administration of the activities of the Business Associate, or to perform the duties and

responsibilities of the Business Associate, including the duties and responsibilities created by the underlying Contract.

2.5 Except as otherwise limited by or under this Agreement, the Business Associate may disclose Protected Health Information if such disclosures are Required By Law, or if the Business Associate obtains reasonable assurances from the person or entity receiving the Protected Health Information from the Business Associate that the Protected Health Information will remain confidential and will be used or further disclosed only as Required by Law, or in connection with the specific purpose which is occasioning the disclosure, and the person or entity notifies the Business Associate of any instances when the confidentiality of the Protected Health Information has been compromised.

2.6 The Business Associate may use Protected Health Information to furnish Data Aggregation services, as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

2.7 The Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. §164.502(j)(1).

### 3. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

3.1 The Business Associate will maintain the Confidentiality of, and will not use or disclose Protected Health Information, other than to the extent permitted by this Agreement or as Required By Law.

3.2 The Business Associate will use appropriate safeguards to prevent the use or disclosure of Protected Health Information, except to the extent permitted under this Agreement.

3.3 The Business Associate will timely act to mitigate, to the extent practicable, any harmful effect, which is known to or which could reasonably be anticipated by the Business Associate, of a use or a disclosure of Protected Health Information by the Business Associate in breach or violation of the provisions of this Agreement.

3.4 The Business Associate will, as soon as practicable, but in no event later than ten (10) business days after becoming aware of any use or disclosure of Protected Health Information in violation of this Agreement by the Business Associate, its officers, directors, employees, contractors or agents, or by a third party to which the Business Associate disclosed Protected Health Information in compliance with this Agreement, report to the Covered Entity any such use or disclosure.

3.5 The Business Associate will ensure that any agent, including a subcontractor, which receives Protected Health Information from or through the Business Associate, has agreed, prior to receiving that Protected Health Information, to the same restrictions and conditions as are applicable, under this Agreement, to the Business Associate.

3.6 The Business Associate agrees that the internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and the disclosure of Protected Health Information which the Business Associate created on behalf of the Covered Entity or received from the Covered Entity will be available to the Secretary to assist

the Secretary in determining whether the Covered Entity has adequately complied with the Privacy Rule. The Business Associate will, as soon as practicable, but in no event later than the ten (10) day period following the receipt by the Business Associate of any such request from the Secretary, notify the Covered Entity of such request, and will thereafter furnish the Covered Entity the information or documents disclosed to the Secretary pursuant to such request, within the ten (10) day period following said disclosure, unless an alternative date is mutually established by the Parties.

3.7 The Business Associate will document such disclosures of Protected Health Information, and information related to such disclosures, as would be required to enable the Covered Entity to respond to a request by an Individual that the Covered Entity furnish, to the Individual, an accounting of disclosures of Protected Health Information, in compliance with 45 C.F.R. §164.528.

3.8 The Business Associate will furnish the Covered Entity, or an Individual, information collected in accordance with Section 3.7 of this Agreement, to permit the Covered Entity to respond to a request by an Individual that the Covered Entity furnish to the Individual an accounting of disclosures of Protected Health Information, in compliance with 45 C.F.R. §164.528. The Business Associate will deliver that information to the Covered Entity within the ten (10) day period following the receipt by the Business Associate of the request from the Covered Entity, unless an alternative delivery date is mutually established by the Covered Entity and the Business Associate. The Business Associate will implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

3.9 The Business Associate will implement Administrative Safeguards, Physical Safeguards and Technical Safeguards which reasonably and appropriately protect the Confidentiality, Integrity and Availability of the electronic Protected Health Information which the Business Associate creates on behalf of the Covered Entity, or receives from the Covered Entity or otherwise maintains or transmits on behalf of the Covered Entity, as required by the Security Rule.

3.10 The Business Associate will ensure that any agent, including a subcontractor, which receives electronic Protected Health Information from or through the Business Associate has agreed, prior to receiving such electronic Protected Health Information, to implement reasonable and appropriate Administrative Safeguards, Physical Safeguards and Technical Safeguards to protect the Confidentiality, Integrity and the Availability of such information, as required by the Security Rule.

3.11 The Business Associate will promptly report to the Covered Entity the occurrence of any Security Incident whenever the Business Associate becomes aware of the occurrence of that Security Incident.

3.12 The Business Associate will obtain and maintain and during the term of the Agreement liability insurance, covering any claims against Business Associate based on its violation of the Privacy Standards or any applicable Illinois law or regulation concerning the privacy of patient information in connection with Business Associate's performance of its obligations under this Agreement, in an amount not less than \$1,000,000 per claim. Such

insurance shall be in the form of occurrence based coverage. A copy of such policy or a certificate evidencing the policy shall be provided to the Covered Entity upon written request.

3.13 The Business Associate agrees to promptly notify the Covered Entity of the Business Associate's receipt of any request or subpoena for Protected Health Information or a request for an accounting of disclosures of Protected Health Information, and to forward any such request or subpoena to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request or subpoena. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of any request or subpoena, the Business Associate shall cooperate with any reasonable requests by the Covered Entity in connection with such challenge, which, in any event, shall not require the Business Associate to expend its funds or incur of any liability.

3.14 Within ten (10) business days of a request by the Covered Entity for access to Protected Health Information about an Individual contained in a Designated Record Set, the Business Associate shall make available to the Covered Entity such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any Individual requests access to Protected Health Information directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to the Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of the Covered Entity.

3.15 Within ten (10) business days of receipt of a request from the Covered Entity for the amendment of an Individual's Protected Health Information or a record regarding an Individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), the Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. §164.526.

3.16 Business Associate will comply with the applicable provisions of the Breach Notification Rule, except to the extent that this Agreement contains more stringent requirements that are not inconsistent with the Breach Notification Rule, in which case this Agreement will govern. Business Associate will notify the Covered Entity following the discovery of a Breach of Unsecured Protected Health Information. In doing so, Business Associate will use the form notification attached hereto as Exhibit A and incorporated herein, providing as much of the information requested as is available to the Business Associate, and then send the notification to the addressee stated therein via first class mail. Business Associate will provide the notification as soon as possible and without unreasonable delay following discovery of the Breach, but in no case will Business Associate send the notification later than ten (10) days following discovery of the Breach. After providing the initial notification, the Business Associate will promptly notify the Covered Entity of any additional information which becomes available with respect to the Breach, using the same form and method of delivery as the initial notification.

#### 4. OBLIGATIONS OF THE COVERED ENTITY.

4.1 The Covered Entity will notify the Business Associate of any limitation(s) in the Notice of Privacy Practices of the Covered Entity, in compliance with 45 C.F.R. §164.520, to the

extent that such limitation(s) may adversely affect the Business Associate's use or disclosure of Protected Health Information.

4.2 The Covered Entity will notify the Business Associate of any changes in, or a revocation of the previously granted permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may adversely affect the Business Associate's use or disclosure of Protected Health Information.

4.3 The Covered Entity will inform the Business Associate of any confidential addresses or any other accommodation granted by the Covered Entity, in response to an Individual's requested confidential communications in compliance with 45 C.F.R. §164.522, to the extent that such restrictions may adversely affect the Business Associate's use or disclosure of Protected Health Information..

4.4 The Covered Entity will not request that the Business Associate use or disclosure Protected Health Information in any manner which would not be permitted by or under the Privacy Rule.

## 5. TERM AND TERMINATION.

5.1 The Term of this Agreement commences on the Effective Date, and will subsequently continue in force so long as the underlying Contract between the Parties remains in force.

5.2 In the event of a material breach or violation of this Agreement by the Business Associate, the Covered Entity will either:

5.2.1 allow the Business Associate an opportunity to cure the breach or violation to the Covered Entity's satisfaction within the ensuing ten (10) day period which follows the occurrence of the breach or violation, if reasonable under the circumstances, unless an alternative cure date is mutually established by the Covered Entity and the Business Associate; or

5.2.2 immediately terminate this Agreement and the underlying Contract if the Business Associate has breached or violated a material term or provision of this Agreement and, in the Covered Entity's opinion, a reasonable cure of the breach or violation is not feasible; or

5.2.3. report the breach or violation to the Secretary, if neither the termination of this Agreement and the underlying Contract nor a cure of the breach or violation are satisfactory responses, in the Covered Entity's opinion.

5.3. If this Agreement and the underlying Contract are terminated by either of the Parties, the Business Associate will promptly return to the Covered Entity all of the Protected Health Information previously received from, or created or received by the Business Associate on behalf of the Covered Entity, which the Business Associate, or any agent or subcontractor of the Business Associate, then maintains in any form, and the Business Associate will retain no copies of any of that Protected Health Information; however, if the return of the Protected Health Information is not feasible, in the mutual opinion of the Parties, the Business Associate will

continue to extend the protections of this Agreement to the Protected Health Information, and the Business Associate, by the execution and delivery of this Agreement, represents and warrants that the Business Associate will limit further uses and disclosures to the purposes which have caused the return of the Protected Health Information to be impractical. If the Business Associate independently determines that the return of Protected Health Information is not feasible, the Business Associate will so notify the Covered Entity and will specify and enumerate, in that notification, the reasons which support the Business Associate's determination. The Covered Entity, if the Covered Entity so elects, may challenge the Business Associate's determination by employing any of the legal remedies which are then available to the Covered Entity.

## 6. AGENCY.

The Parties are independent contractors, and no agency, partnership, joint venture or employment relationship is intended or created by this Agreement.

## 7. MISCELLANEOUS PROVISIONS.

7.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule or a section in the Security Rule means the section as in effect on the Effective Date, or as subsequently amended.

7.2 Amendment. The Parties agree to act as may be necessary subsequent to the Effective Date to amend this Agreement to comply with any requirements related to the Privacy Rule, the Security Rule, and any other regulations or provisions of HIPAA which are adopted, promulgated or published after the Effective Date.

7.3 HITECH Compliance. The Parties acknowledge that the numerous privacy provisions included in HITECH will become effective in the future, and the Parties expect the Secretary to promulgate and publish additional rules in the future under the authority granted by HITECH. Business Associate will comply with the applicable provisions of HITECH and the future rules promulgated thereunder upon their respective effective dates, and this Agreement hereby incorporates the requirements contained in those provisions without the need for further amendment of this Agreement.

7.4 Survival. The duties and obligations imposed on the Business Associate by the terms and provisions of Section 5.3 of this Agreement will survive, in all events, the termination of this Agreement, and/or the termination of the underlying Contract.

7.5 Interpretation. The terms and provisions of this Agreement shall supersede any other conflicting or inconsistent terms and provisions in the underlying Contract, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Any ambiguity in this Agreement will be resolved so as to permit the Covered Entity to comply with HIPAA and HITECH and any regulation promulgated under with HIPAA or HITECH.

7.6 Governing Law. This Agreement will be interpreted, construed and governed by and under the law of the State of Illinois.



7.7 Injunctive Relief. The Business Associate acknowledges and agrees that the Covered Entity will suffer irreparable damage upon the Business Associate's breach of any material term of this Agreement and that such damages shall be difficult to quantify. The Business Associate acknowledges and agrees that, in such event, the Covered Entity may file an action for an injunction to enforce the terms of this Agreement against the Business Associate, in addition to any other remedy the Covered Entity may have.

7.8 Severability. In the event that any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect. In addition, in the event that the Covered Entity determines, in good faith, that any term or provision of this Agreement fails to comply with HIPAA or HITECH, or any of the regulations promulgated pursuant to HIPAA or HITECH, the Covered Entity will notify the Business Associate, in writing. During the ensuing thirty (30) day period following the receipt of that notification, the Parties will address such concern in good faith and will endeavor to amend the terms and provisions of this Agreement so the Agreement is compliant. If, after that thirty (30) day period has expired, this Agreement continues to be noncompliant, in the Covered Entity's opinion, then this Agreement may be terminated by the Covered Entity pursuant to Section 5.2 of this Agreement.

7.9 Entire Agreement. This document, along with the underlying Contract, including all exhibits or other attachments thereto and all documents incorporated therein by reference, constitutes the entire agreement between the Parties, and this Agreement supersedes any and all prior contracts, whether oral or written, between the Parties relating to the subject matter of this Agreement.

7.10 Captions. The captions which are utilized in this Agreement serve as a description of the paragraph contents only, and such captions are not intended to be interpretations of this Agreement.

7.11 Multiple Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each executed version will then be deemed to be an original version of this Agreement, and all of the executed versions will be deemed to constitute the same document.

IN WITNESS WHEREOF, the Parties executed and then delivered this Agreement, as of the Effective Date, in pursuance of the uses and purposes which are described and contained in this Agreement.

COVERED ENTITY:

BUSINESS ASSOCIATE:

WABASH GENERAL HOSPITAL

ILLINOIS EASTERN COMMUNITY COLLEGE (IECC)

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

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

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

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

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

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

**EXHIBIT A**

**NOTIFICATION TO  
WABASH GENERAL HOSPITAL REGARDING  
A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

To: Ms. Tammy Davis  
Director of HIM  
Wabash General Hospital  
1418 College Drive  
Mount Carmel, IL 62863

\_\_\_\_\_ (“Business Associate”) hereby notifies **Wabash General Hospital** that there has been a Breach of Unsecured Protected Health Information (“PHI”).

Name(s) of individuals affected by the Breach: \_\_\_\_\_

Description of the Breach: \_\_\_\_\_

Date of the Breach: \_\_\_\_\_

Date of the discovery of the Breach: \_\_\_\_\_

The types of Unsecured PHI that were involved in the Breach: \_\_\_\_\_

Any steps affected individuals should take to protect themselves from potential harm from the Breach: \_\_\_\_\_

Description of what Business Associate is doing to investigate the breach, to mitigate harm, and to protect against any further Breach: \_\_\_\_\_

Contact information to ask questions or learn additional information:

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

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

Address: \_\_\_\_\_

**Agenda Item #8H**

**Business Associate Agreement – Burgin Manor**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 19, 2013  
RE: Business Associate Agreement – Burgin Manor - ADN

IECC wishes to enter into a business associate agreement with Burgin Manor, located in Olney, Illinois.

This business associate agreement is for the Allied Health Program.

I ask the Board's approval of this business associate agreement.

TLB/rs

Attachment

## **Business Associate Agreement**

This Agreement is made effective the 23 of SEPT., 2013, by and between Burgin Manor, hereinafter referred to as "Covered Entity", and Olney Central College hereinafter referred to as "Business Associate", (individually<sup>1</sup>, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information, and the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)) modified and amended the Administrative Simplification provisions; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"), as further amended by the Omnibus Final Rule (78 Fed. Reg. 5566), (hereinafter, the Administrative Simplification provisions, HITECH, such rules, amendments, and modifications, including any that are subsequently adopted, will be collectively referred to as "HIPAA"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services and/or products to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined by HIPAA and is hereby referred to as the "Arrangement Agreement"; and

WHEREAS, Business Associate may have access to Protected Health Information in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with HIPAA, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of HIPAA and to protect the interests of both Parties.

### **I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth by HIPAA. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA, HIPAA shall control. Where provisions of this Agreement are different from those mandated by HIPAA, but are nonetheless permitted by HIPAA, the provisions of this Agreement shall control.

### **II. BUSINESS ASSOCIATE OBLIGATIONS**

Business Associate acknowledges and agrees that all Protected Health Information that is created, maintained, transmitted or received by Covered Entity and disclosed or made available in any form, including

paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate, or Protected Health Information which, on behalf of Covered Entity, is created, maintained, transmitted or received by Business Associate or a Subcontractor, shall be subject to this Agreement.

- (a) Business Associate agrees:
- (i) it is aware of and will comply with all provisions of HIPAA that are directly applicable to business associates;
  - (ii) in the event it enters into an agreement with a Subcontractor under which Protected Health Information could or would be disclosed or made available to the Subcontractor, the Business Associate will have in place an appropriate Business Associate Agreement with the Subcontractor before any Protected Health Information is disclosed or made available to the Subcontractor;
  - (iii) to use or disclose any Protected Health Information solely as would be permitted by HIPAA if such use or disclosure were made by Covered Entity: (1) for meeting its obligations as set forth in the Arrangement Agreement, or any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and HIPAA), or HIPAA. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;
  - (iv) at the request of the Secretary, to comply with any investigations and compliance reviews, permit access to information, provide records and compliance reports, and cooperate with any complaints, pursuant to 45 CFR § 160.310;
  - (v) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy (and attest to the destruction of) all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;
  - (vi) to ensure that its Subcontractors to whom it provides Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agree to the same (or greater) restrictions and conditions that apply to Business Associate with respect to such information, and agrees to, pursuant to 45 CFR § 164.314, implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity and ensure that any Subcontractors to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;
  - (vii) Business Associate shall, following the discovery of a breach of unsecured Protected Health Information, as defined in HIPAA, notify Covered Entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business

Source: NCHICA Business Associate Agreement Task Force of the NCHICA Legal Workgroup.

Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than 10 calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410. Covered Entity shall determine any required actions with respect to any such breach, and Business Associate shall cooperate with Covered Entity and comply with such actions; and

(viii) Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization from the applicable individual except in compliance with 45 CFR § 164.502(a)(5)(H). Without written approval of Covered Entity, Business Associate will not engage in any communication that might be deemed to be "marketing" under HIPAA. In addition, Business Associate will, pursuant to HIPAA, comply with all applicable requirements of 45 CFR §§ 164.308, 164.310, 164.312 and 164.316.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains satisfactory assurances through a written Business Associate Agreement from the Subcontractor to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the Subcontractor, and the Subcontractor notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached",

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to the use and disclosure of Protected Health Information to ensure Covered Entity's and Business Associate's compliance with the terms of HIPAA.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware promptly and in the manner required by Covered Entity to permit compliance with the requirements of HIPAA. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement



### III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health information pursuant to 45 CER. § 164.522 to which Covered Entity has agreed and of which Covered Entity notifies Business Associate. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by 45 CFR § 164.524\*. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of 45 CFR § 164.526. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by 45 CFR § 164.528. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

### IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement, where practicable, Covered Entity shall give written notice to Business Associate of such belief within a reasonable time after forming such belief. If Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

### V. INDEMNIFICATION

The Parties do not intend the Business Associate to become an agent of the Covered Entity with respect to provisions of 45 CFR 160.402.

Should any action or failure to act by the Business Associate, its employees, representatives, agents or subcontractors, result in a breach or any investigation by the Department of Health and Human Services or imposition of any civil monetary penalty, fine, judgment, loss, or damages, arising out of or conduct relating to the terms of this contract, Business Associate hereby agrees to save, hold harmless and indemnify Covered Entity in such cases and agrees to reimburse any civil monetary penalty, fine, judgment, loss, damages, legal fees and all expenses incident thereto, or other expenses incurred as a result of the action or failure to act by the Business Associate with respect to all matters covered by this contract with the covered Entity.

Should any "personal information" maintained by the Business Associate result in a "breach of the security of the system data" or "breach" within the meaning of PIPA, 815 ILCS 530 *et seq*, the Business Associate shall provide the Covered Entity with all information required by PIPA. Further, the Business Associate shall hold harmless and indemnify the Covered Entity for all costs relating to any notice required by PIPA.

### VI. MISCELLANEOUS

Except as expressly stated herein or in HIPAA, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors,

successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. The laws of the State of Illinois will govern this Agreement. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information that are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HIPAA, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with HIPAA, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

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

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

\_\_\_\_\_

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

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

**Agenda Item #8I**

**Affiliation Agreement with CHESI Carmi Community Health - Phlebotomy**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: November 19, 2013  
RE: Affiliation Agreement with CHESI Carmi Community Health - Phlebotomy

IECC wishes to enter into an affiliation agreement with CHESI Carmi Community Health, located in Carmi, Illinois.

This affiliation agreement is for the Phlebotomy Program at Frontier Community College.

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

TLB/rs

Attachment

**AFFILIATION AGREEMENT**  
**BETWEEN**  
**ILLINOIS EASTERN COMMUNITY COLLEGES,**  
**District # 529**  
**Frontier Community College Phlebotomy Program**  
**AND**  
**CHESI CARM COMMUNITY HEALTH**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Frontier Community College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and \_\_\_\_\_ (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

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

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

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

and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 faculty will:
  - Be responsible for teaching the didactic portion of the Phlebotomy Program;
  - Work with the staff of the AGENCY in coordination of the clinical laboratory objectives to be completed at the AGENCY;
  - Coordinate the student clinical assignment with the AGENCY appointed Clinical Supervisor; and
  - Review and evaluate, in cooperation with the AGENCY, the student's progress within the clinical setting.
4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.
5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529, and will comply with the policies of the health AGENCY.

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

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

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.
7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.
8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
9. The assigned experiences will be selected for the educational benefit of the student. DISTRICT #529 will provide the AGENCY a written set of clinical objectives and evaluation forms to be completed by the AGENCY appointment Clinical Supervisor;
10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.
11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.
12. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either

party to the other, shall be permitted to complete their phlebotomy laboratory experience needed for graduation at the AGENCY.

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

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529,  
FRONTIER COMMUNITY COLLEGE

\_\_\_\_\_  
Amy Wiggins, Office Manager

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

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

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

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

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

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

Adopted 6-2005



**Agenda Item #9**

**Bid Committee Report**

**None**

**Agenda Item #10**

**District Finance**

**A. Financial Report**

**B. Approval of Financial Obligations**

**TREASURER'S REPORT**  
**October 31, 2013**

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$6,737,801.47</b>
<b>Operations &amp; Maintenance</b>	<b>\$883,007.70</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>\$597,202.66</b>
<b>Bond &amp; Interest</b>	<b>\$1,977,091.23</b>
<b>Auxiliary</b>	<b>\$1,218,756.85</b>
<b>Restricted Purposes</b>	<b>(\$330,736.22)</b>
<b>Working Cash</b>	<b>\$191,411.19</b>
<b>Trust &amp; Agency</b>	<b>\$430,166.06</b>
<b>Audit</b>	<b>(\$18,744.55)</b>
<b>Liability, Protection &amp; Settlement</b>	<b>\$553,874.67</b>
<b>TOTAL ALL FUNDS</b>	<b>\$12,239,831.06</b>

Respectfully submitted,

Roger Browning, Treasurer

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Combined Balance Sheet - All Funds**  
**October 31, 2013**

	<b>ALL FUNDS</b>
	<b>Fiscal Year 2014</b>
<b>ASSETS:</b>	
CASH	12,239,831
IMPREST FUND	21,900
CHECK CLEARING	12,500
INVESTMENTS	22,590,000
RECEIVABLES	1,878,220
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	692,699
OTHER ASSETS	464,726
TOTAL ASSETS AND OTHER DEBITS:	37,899,876
 <b>LIABILITIES:</b>	
PAYROLL DEDUCTIONS PAYABLE	225,977
ACCOUNTS PAYABLE	62,431
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	300,000
OTHER LIABILITIES	584,885
TOTAL LIABILITIES:	1,173,293
 <b>EQUITY AND OTHER CREDITS:</b>	
INVESTMENT IN PLANT	3,199,772
PR YR BDGTED CHANGE TO FUND BALANCE	924,680
 <b>FUND BALANCES:</b>	
FUND BALANCE	22,512,212
RESERVE FOR ENCUMBRANCES	10,089,919
TOTAL EQUITY AND OTHER CREDITS	36,726,583
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 37,899,876

ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 AS OF October 31, 2013

ALL FUNDS

FY 2014  
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	4,771,665
STATE GOVT SOURCES	339,612
STUDENT TUITION & FEES	7,515,295
SALES & SERVICE FEES	1,500,081
FACILITIES REVENUE	2,265
INVESTMENT REVENUE	44,401
OTHER REVENUES	69,571
TOTAL REVENUES:	14,242,890

EXPENDITURES:

INSTRUCTION	3,717,734
ACADEMIC SUPPORT	163,083
STUDENT SERVICES	483,448
PUBLIC SERV/CONT ED	19,554
OPER & MAINT PLANT	846,707
INSTITUTIONAL SUPPORT	3,302,462
SCH/STUDENT GRNT/WAIVERS	3,003,677
AUXILIARY SERVICES	1,947,513
TOTAL EXPENDITURES:	13,484,178

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	758,712
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**Illinois Eastern Community Colleges**  
**Operating Fund Analysis**  
**CASH BASIS**  
**July 1, 2013 -- June 30, 2014**

	<b>Education Fund</b>	<b>O &amp; M Fund</b>	<b>Total Operating Funds</b>
<b>REVENUES:</b>			
Local Government Sources	1,850,008	792,565	2,642,573
State Government Sources - Current Year	339,612	-	339,612
State Government Sources - Prior Year	4,562,972	-	4,562,972
Net Tuition and Fees	3,042,897	-	3,042,897
Sales & Service Fees	4,489	-	4,489
Facilities Revenue	-	1,830	1,830
Investment Revenue	26,998	4,959	31,957
Other Revenues	37,802	-	37,802
<b>TOTAL REVENUES:</b>	<b><u>9,864,778</u></b>	<b><u>799,354</u></b>	<b><u>10,664,132</u></b>
 <b>EXPENDITURES:</b>			
Salaries	4,628,150	265,222	4,893,372
Employee Benefits	629,829	52,906	682,735
Contractual Services	184,235	105,024	289,259
Materials	549,579	65,721	615,300
Travel & Staff Development	75,923	2,279	78,202
Fixed Charges	98,968	23,763	122,731
Utilities	30,346	296,423	326,769
Capital Outlay	4,895	12,542	17,437
Other	32,872	-	32,872
<b>TOTAL EXPENDITURES:</b>	<b><u>6,234,797</u></b>	<b><u>823,880</u></b>	<b><u>7,058,677</u></b>
 <b>TRANSFERS :</b>			
Interfund Transfers	(1,199,387)	-	(1,199,387)
<b>TOTAL TRANSFERS:</b>	<b><u>(1,199,387)</u></b>	<b><u>-</u></b>	<b><u>(1,199,387)</u></b>
 <b>NET INCREASE/DECREASE IN NET ASSETS</b>	 <b><u>2,430,594</u></b>	 <b><u>(24,526)</u></b>	 <b><u>2,406,068</u></b>

**OPERATING FUNDS  
COMPARISON REPORT FY12-14**

College	Category	FISCAL YEAR 2012			FISCAL YEAR 2013			FISCAL YEAR 2014			
		Anticipated Budget	Spent Thru October	% of Bdgt	Anticipated Budget	Spent Thru October	% of Bdgt	Anticipated Budget	Spent Thru October	% of Bdgt	% of Year
Frontier	Bills		\$ 582,833			\$ 623,738			\$ 432,728		
	Payroll		682,172			653,072			578,655		
	Totals	\$ 4,378,358	1,265,005	29%	\$ 4,312,683	1,276,810	30%	\$ 3,858,802	1,011,383	26%	33%
Lincoln Trail	Bills		564,558			612,219			604,315		
	Payroll		754,293			741,549			746,697		
	Totals	\$ 4,566,700	1,318,851	29%	\$ 4,498,201	1,353,768	30%	\$ 4,494,153	1,351,012	30%	33%
Olney Central	Bills		755,481			870,291			948,189		
	Payroll		1,489,122			1,487,443			1,604,070		
	Totals	\$ 7,434,923	2,244,603	30%	\$ 7,323,399	2,357,734	32%	\$ 7,316,808	2,552,259	35%	33%
Wabash Valley	Bills		936,790			1,053,174			1,026,225		
	Payroll		955,835			911,784			949,766		
	Totals	\$ 6,115,012	1,892,625	31%	\$ 6,023,287	1,964,958	33%	\$ 6,017,866	1,975,991	33%	33%
Workforce Educ.	Bills		1,174,365			1,110,016			1,415,981		
	Payroll		423,037			394,920			476,638		
	Totals	\$ 5,377,687	1,597,402	30%	\$ 5,297,022	1,504,936	28%	\$ 5,742,255	1,892,619	33%	33%
District Office	Bills		69,129			79,581			108,758		
	Payroll		282,274			290,700			304,319		
	Totals	\$ 1,285,431	351,403	27%	\$ 1,266,150	370,281	29%	\$ 1,289,241	413,077	32%	33%
District Wide	Bills		732,209			669,699			631,498		
	Payroll		254,732			283,844			233,227		
	Totals	\$ 3,519,446	986,941	28%	\$ 3,462,623	953,543	28%	\$ 3,397,193	864,725	25%	33%
<b>GRAND TOTALS</b>		<b>\$32,677,557</b>	<b>\$ 9,656,830</b>	<b>30%</b>	<b>\$32,183,365</b>	<b>\$ 9,782,030</b>	<b>30%</b>	<b>\$32,116,317</b>	<b>\$10,061,066</b>	<b>31%</b>	<b>33%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**October 31, 2013**

	<u>FY 2014</u>		<u>FY 2013</u>		<u>Increase</u>
	<u>Amount</u>	<u>% of Total</u>	<u>Amount</u>	<u>% of Total</u>	<u>(Decrease)</u>
Salaries	4,893,372	48.64%	4,763,312	48.69%	130,060
Employee Benefits	682,735	6.79%	680,325	6.95%	2,410
Contractual Services	289,259	2.88%	291,720	2.98%	(2,461)
Materials	615,300	6.12%	469,537	4.80%	145,763
Travel & Staff Development	78,202	0.78%	74,604	0.76%	3,598
Fixed Charges	122,731	1.22%	110,099	1.13%	12,632
Utilities	326,769	3.25%	309,407	3.16%	17,362
Capital Outlay	17,437	0.17%	163,323	1.67%	(145,886)
Other	3,035,261	30.17%	2,919,703	29.85%	115,558
	<u>10,061,066</u>	<u>100.00%</u>	<u>9,782,030</u>	<u>100.00%</u>	<u>279,036</u>



**Agenda Item #11**  
**Chief Executive Officer's Report**

**Agenda Item #12**

**Executive Session**

**Agenda Item #13**

**Approval of Executive Session Minutes**

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

**Agenda Item #14**

**Approval of Personnel Report**

## MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Terry L. Bruce  
**DATE:** November 14, 2013  
**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for items 400.1, 400.2, 400.3, 400.5, 400.6, and 400.7 will be mailed under separate cover.

## **INDEX**

- 400.1. Employment of Personnel**
- 400.2. Change-In-Status**
- 400.3. Temporary Employment**
- 400.4. Special Assignment**
- 400.5. Professional Leave Request**
- 400.6. Resignation Ratification**
- 400.7. Retirement Ratification**

# PERSONNEL REPORT

## 400.1. Employment of Personnel

### A. Faculty

1. Thomas Sarg, Truck Driving Instructor, WVC, effective January 1, 2014, pending successful completion of background check

### B. Professional/Non-Faculty

1. Allan Alldredge, Coordinator of Career Services, OCC, effective January 1, 2014
2. Alyssa Parrott, Coordinator of Career Services, FCC, effective January 1, 2014
3. Nicholas Shaner, Coordinator of Career Services, LTC, effective January 1, 2014
4. Lara Stehlik, Coordinator of Career Services, WVC, effective January 1, 2014

## 400.2. Change-In-Status

### A. Classified

1. Michelle McClaskey, full-time temporary Administrative Assistant, Workforce Education, to full-time permanent Administrative Assistant, Workforce Education, effective January 1, 2014

## 400.3. Temporary Employment

### A. Professional/Non-Faculty

1. Dena Weber, Director of Adult Education, FCC, temporary contractual employee, effective January 1, 2014, pending successful completion of background check

#### **400.4. Special Assignment**

##### **A. Faculty**

1. Kelly Payne, Literary Reviewer, HLC Assurance Agreement, \$2500 for academic year 2013-14

#### **400.5. Professional Leave Request**

##### **A. Faculty**

1. Andrew Pittman, Vocal Music Instructor, OCC, reference Collective Bargaining Agreement Section 11.4, effective dates April 23, 2014 through May 9, 2014

#### **400.6. Resignation Ratification**

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

1. Marissa McNeil, Coordinator, Instructional Services, FCC, effective January 1, 2014

#### **400.7. Retirement Ratification**

##### **A. Administration**

1. Robert Boyles, Dean of Instruction, FCC, effective January 1, 2014



**Agenda Item #15**  
**Collective Bargaining**

**Agenda Item #16**

**Litigation**

**Agenda Item #17**

**Other Items**

**Agenda Item #18**

**Adjournment**

**Locally Funded, CDB, & PHS Projects  
Projects Schedule**

	Funding Source	Estimated Budget								
FY 2012 Capital Renewal @ LTC & WVC	CDB	\$397,900								
OCC - Collision Repair Tech Center	CDB	\$1,500,000								
HVAC Replacement	PHS	\$477,400								
Security Camera Surveillance	PHS	\$200,900								
ADA Compliance	PHS	\$227,000								
Lighting Replacement	PHS	\$158,200								
Asbestos Abatement	PHS	\$150,700								
Roof Replacement	PHS	\$1,202,900								
Window Replacement	PHS	\$62,300								
Energy Savings Lighting	PHS	\$106,600								
Flooring Replacement	PHS	\$107,200								
Solarium & Floor Replacement - OCC	PHS	\$112,500								
<b>GRAND TOTAL</b>		<b>\$4,703,600</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>

10/31/2013