ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

April 17, 2018



Location:

Frontier Community College 2 Frontier Drive Fairfield, Illinois 62837

Dinner – 6:00 p.m. – Bob Boyles Foundation Hall Meeting – 7:00 p.m. - Bob Boyles Foundation Hall

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

April 17, 2018 7:00 p.m. Frontier Community College Bob Boyles Foundation Hall

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

10.	Bid Committee ReportBruce A. OCC Pedestrian Bridge Repairs
11.	District Finance A. Financial ReportBrowning B. Approval of Financial ObligationsBrowning
12.	Chief Executive Officer's ReportBruce
13.	Executive SessionBruce
14.	Approval of Executive Session Minutes A. Written Executive Session MinutesBruce B. Audio Executive Session MinutesBruce
15.	Approval of Personnel ReportBruce A. CEO and College Presidents' Contracts
16.	Collective BargainingBruce
17.	LitigationBruce
18.	Other Items
19.	Adjournment

Minutes of a <u>regular meeting</u> of the Board of Trustees of Illinois Eastern Community College – 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 Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, <u>Tuesday, March 20, 2018</u>.

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

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

John D. Brooks, Gary Carter, Brenda K. Culver, G. Andrew Fischer, James Lane, Jan Ridgely. Also present was Madison Ferreira, student trustee. Trustees absent: Al Henager. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

<u>Also present</u> at this meeting, in addition to trustees: Terry L. Bruce, Chief Executive Officer/Chief Operating Officer. Jay Edgren, President of Frontier Community College. Matt Fowler, President of Wabash Valley College. Ryan Gower, President of Lincoln Trail College. Rodney Ranes, President of Olney Central College. Roger Browning, Chief Finance Officer/Treasurer. Tara Buerster, Director of Human Resources. Alex Cline, Director of Information & Communications Technology. Jeff Cutchin, Chief Academic Officer Renee Smith, Executive Assistant to CEO/Board Secretary. Michael Thomas, Dean of Workforce Education.

<u>AGENDA #2 – "Disposition of Minutes"</u> – Open meeting minutes as prepared for the regular meeting held <u>Tuesday, February 20, 2018</u> were presented for disposition.

Board Action to Approve Minutes: Trustee James Lane made a motion to approve minutes of the foregoing meeting as prepared. Student Trustee Madison Ferreira seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The voice vote was taken and the Chair declared the "Ayes" have it and the motion carried.

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

<u>#3-A. Visitors & Guests:</u> Visitors and guests present were recognized, including college staff members.

<u>#3-B. IECEA Representative:</u> None.

AGENDA #4 – "Public Comment" – None.

AGENDA #5 – "Reports" –

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

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

#5-C. Report from Cabinet: None.

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

<u>**#6-A - "Tuition Waiver Policy 500.14"**</u> - The following revised Tuition Waiver policy has been revised to include enhanced tuition waiver benefits for part-time employees.

The CEO recommended second reading be waived and approval of the following policy: STUDENT - 500

Tuition Waiver (500.14)

Date Adopted: November 17, 1998 Revised: July 19, 2005 Revised: May 15, 2007 Revised: April 21, 2009 Revised November 17, 2009 Revised November 16, 2010 Revised: April 17, 2012 Revised: November 19, 2013 Revised: March 17, 2015 Revised: February 16, 2016 Revised: April 19, 2016 Revised: March 20, 2018

A. Senior Citizens: Tuition is waived for residents of the District who are 60 years or older. Non-credit course fees are not waived.

B. Full-Time Employees: It shall be the policy of the Board of Trustees that tuition shall be waived for all full-time employees (current or SURS qualified retirees) of the District and members of their immediate family. Members of the immediate family shall be defined as the spouse and children of full-time employees. To be eligible for the tuition waiver children must be under 24 years of age. However, a spouse or dependent who has been convicted of criminal conduct that would threaten staff or student health, welfare, or safety; or who was discharged for cause from district employment, shall not be entitled to a tuition waiver. Any full-time employee taking a course that is considered professional development for the area in which they work at IECC shall have the universal fees waived in addition to the tuition waiver.

In the event of a full-time employee's death during his/her active employment with IECC, his/her children will be given a waiver of, in-district tuition to be used during his/her college career up to age 24. A spouse of a deceased full-time employee must use their tuition waiver within 6 years of the date of the death of the full-time employee.

C. Part-time Hourly Employees: It shall be the policy of the Board of Trustees that tuition for a semester shall be waived for all pat-time hourly employees of the District and members of their immediate family, who are working 10 hours or more per week in the same semester in which the waiver is sought. Members of the immediate family shall be defined as spouse and children of the part-time employee. To be eligible for the tuition waiver children must be under 24 years of age. Any part-time non-faculty employee taking a course that is considered professional development for the area in which they work at IECC shall have the universal fees waived in addition to the tuition waiver. This tuition waiver does not apply to student workers (work-study or non-work study), unless they are a dependent of an employee.

D. Part-time Faculty: It shall be the policy of the Board of Trustees that tuition for a semester shall be waived for all part-time faculty of the District and member of their immediate family, who are teaching 3 credit hours or more in the same semester in which the waiver is sought. Members of the immediate family shall be defined as the spouse and children of the part-time employee. To be eligible for the tuition waiver children must be under 24 years of age. Any part-time faculty taking a course that is considered professional development for the area in which they work at IECC shall have the universal fees waived in addition to the tuition waiver.

E. After 6 p.m.; before 6 p.m. Waiver: Effective Summer Semester 2010, tuition of \$20.00 per semester hour will be charged for students enrolled in four semester hours or less per semester if the course(s) begins after 6 p.m. Tuition of \$20.00 per semester hour will be charged for students enrolled in four semester hours or less before 6 p.m. if the student works a night shift on a full-time basis.

F. Discretionary Tuition Waivers: Other types of tuition waivers may be granted at the recommendation of the President of the college with approval of the Chief Executive Officer or his designee.

Board Action: Trustee Brenda Culver made a motion that second reading be waived and that the Tuition Waiver Policy 500.14 be approved as recommended. Student Trustee Madison Ferreira seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, James Lane, Jan Ridgely. Trustees voting nay: None. Trustees absent: Al Henager. Student advisory vote: Yea. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

#8-A. "Recognition of Student Board Member Madison Ferreira"- The trustees gave special recognition to Student Trustee Madison Ferreira. Each year the students of a college within the IECC system select a member of the student body to serve as Student Trustee to the Board of Trustees. The colleges make the selection on a rotating basis. Since April 2017, Madison Ferreira from Wabash Valley College has served as Student Trustee to the IECC Board. She will receive a plaque in recognition of her service to the Board of Trustees and the IECC district.

#8-B. "Approval of Posting of Employment Contracts for CEO and Presidents" -

The contracts for the CEO and the contract for each President of each college are up for renewal by the Board for a two-year period from September 1, 2018 to August 30, 2020. The Board directed that the contracts be placed on the District's website on or before March 16, 2018 so that the contracts would have been on the website for at least 30 days prior to the scheduled April 17th Board meeting. This action will allow the contracts for the CEO and for each President of each college to be considered at the April 17th Board meeting.

Board Action: Trustee Brenda Culver made a motion that the Board intends to consider the renewal of the contracts for the CEO and for each college President at the April 2018 meeting of the Board of Trustees. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, James Lane, Jan Ridgely. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>#8-C. "HLC Quality Initiative"</u> - The Higher Learning Commission (HLC), the District's accrediting agency, requires appointment of and implementation of a Quality Initiative. The CEO

recommended approval of the Strategic Plan as the IECC's Quality Initiative and approval of the assignments for the implementation of the Strategic Plan.

Board Action: Trustee James Lane made a motion to approve the District's Strategic Plan as the HLC Quality Initiative and for approval of the assignments for the implementation of the Strategic Plan. 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, Brenda Culver, Andrew Fischer, James Lane, Jan Ridgely. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>#8-D.</u> "Newton Power Plant Settlement" - Terms of a settlement on the assessment of the power plant in Jasper County have been finalized. Upon favorable action of all the taxing bodies the matter will be taken to the Circuit Court in Jasper County for action. The CEO recommended approval of the following resolution and settlement agreement:

Illinois Eastern Community College District #529

<u>RESOLUTION AUTHORIZING APPROVAL AND EXECUTION OF</u> 2018 NEWTON STATION SETTLEMENT AGREEMENT

WHEREAS, Illinois Eastern Community College District #529 (hereinafter referred to as the "*Taxing District*") is an Illinois Taxing District, organized and existing pursuant to Illinois law, and is involved in a dispute with Illinois Power Generating Company (the "**Property Owne**r) (hereinafter referred to as the "Litigation"); and

WHEREAS, the subject of the Litigation is the assessed value of the Newton Power Station for Tax Years 2017 through 2019; and

WHEREAS, the Taxing District has a financial interest in and jurisdiction to levy taxes against the parcel listed above and believes it is in its best interest to resolve all of the real property assessment valuation disputes by negotiation; and

WHEREAS, the parties have agreed to resolve all real property assessment valuation disputes regarding the Subject Property including cases and disputes involving tax years 2017 through 2019 as shown in the 2018 Newton Station Settlement Agreement attached hereto as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED as follows:

<u>Section 1.</u> The Board hereby authorizes its Chief Executive Officer to execute the attached 2018 Newton Station Settlement Agreement, in substantially the form attached as <u>Exhibit A</u>, and subject only to final approval of the Board's legal counsel.

Section 2. This resolution shall take effect immediately upon its passage.

2018 NEWTON STATION SETTLEMENT AGREEMENT

This **2018 NEWTON STATION SETTLEMENT AGREEMENT** (the "*Agreement*") is made this _____ day of _____, 2018 by and among:

Illinois Power Generating Company, an Illinois corporation, is the owner of the real property which is subject matter of this Agreement (the "*Property Owner*"); and

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

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

Background

A. The Property Owner owns the Newton Power Station located in South Muddy Township, Jasper County, Illinois and described for tax purposes by the PINs shown on Exhibit A (the "*Newton Station*").

B. The Newton Station is a coal-fired power plant with two generating units hereinafter referred to as "Newton Unit 1" and "Newton Unit 2." As of the date of this agreement, Newton Unit 1 is in continued operation and Newton Unit 2 is not in operation.

C. The Assessing Officials and the Taxing Districts constitute all of the municipal entities with jurisdiction to levy property taxes again the Newton Station.

D. A dispute exists between the Property Owner and the Taxing Districts involving the real property assessed valuation of the Newton Station for the 2017 tax year through the 2019 tax year (the "*Tax Disputes*").

E. The parties desire to settle the current controversy involving the assessment of the Newton Station and to provide appropriate payments in lieu of taxes and assessments for tax years 2017, 2018, and 2019.

F. The Property Owner and the Taxing Districts enter into this Agreement pursuant to 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), the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. (1992), the corporate authority of the Property Owner, and 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 undersigned agree as follows:

1. Upon adoption of this Agreement by all parties and approval of the agreement by the Circuit Court, the parties shall file stipulations resolving the pending Tax Disputes, approving this Agreement under the terms of Section 9-45 of the Property Tax Code. (35 ILCS 200/9-45). Except for this Paragraph 1, none of the provisions of this Agreement shall be of any force or effect until this Agreement is executed by the parties and approved by the Circuit Court.

2. For tax years 2017, 2018, and 2019, the assessments on the Newton Station shall be assessed so that the equalized assessed values after the imposition of all multipliers shall be as shown on <u>Exhibit B</u>.

3. In addition to taxes paid pursuant to the equalized assessed values set forth in Paragraph 2, on or before the due date for the final installment of property taxes as shown in the tax bill for each respective year, the Property Owner or its successors or assigns shall make a separate payment in lieu of taxes ("PILOT") to the Jasper County Treasurer. The PILOT shall be calculated by determining the total tax rate for the parcel with Jasper County Parcel Identification Number ("PIN") 83-11-23-300-001 and multiplying that tax rate by \$19,000,000. The product thereof shall be the total PILOT paid by the Property Owner to the Treasurer for each respective year, subject to the following:

- a. Pursuant to an Ameren Newton Station Settlement Agreement dated November 21, 2013 ("2013 Settlement Agreement") and a First Amendment to Ameren Newton Station Settlement Agreement dated August 18, 2015 ("Amended Settlement Agreement") the Taxing Districts are to pay a refund to the Property Owner as part of a settlement of prior tax assessment claims. ("Taxing District Debt"). The parties agree that as of this date, Jasper County Unit School District #1's (the "School District") portion of the Taxing District Debt equals \$1,213,420 payable in equal annual installments of \$500,000 per year until fully paid. ("School District Debt"). The parties agree that under the 2013 Settlement Agreement and the Amended Settlement Agreement, the School District debt is subject to a prepayment option which discounts the total School District Debt by 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.
- b. Upon Court approval of this Agreement, the Property Owner will accelerate the School District Debt to the date of Court approval, and on that date accept as full payment of the School District Debt, Annual School District PILOT Credits, equal to the School District Debt, discounted by the prepayment option. Each year's Annual School District PILOT Credits shall be equal to \$19,000,000 times the School District's portion of the Tax Rate and shall be in effect until sufficient credits are generated to equal the School District debt discounted by the prepayment option.
- c. The Property Owner or its successors and assigns may use, and the Jasper County Treasurer shall accept, the Annual School District PILOT Credits, as consideration for the PILOT. The Property Owner or its successors or its assigns may use the Annual School District PILOT Credits generated pursuant to this Agreement only until the Property Owner or its successors or assigns has expended Annual School District PILOT Credits in an amount equal to the School District Debt as stated in Paragraph 3(b), at which time the Taxing Bodies will be relieved of any and all liability for, and will be forever discharged from, all credits relating to the Newton Station with respect to the matters resolved and covered by this Agreement, and the Taxing Bodies shall have no further obligation for such credits nor will the Property Owner be able to apply them against any tax liability thereafter.
- d. Upon expiration of the Annual School District PILOT Credits, the Property Owner or its successors or assigns will issue one PILOT payment to the Jasper County Treasurer for distribution to all taxing districts including any remaining amounts owed for the School District's portion of the PILOT that were not paid by Annual School District PILOT Credits.

e. For illustrative purposes, an example of the expected PILOTs and tax payments for Tax Years 2017, 2018 and 2019 is attached hereto as Exhibit C.

4. Neither the Property Owner nor its successors or assigns nor the Taxing Districts shall request that the Assessing Officials set an equalized assessed valuation on Newton Station in an amount other than that set forth in Paragraph 2. So long as the Assessing Officials set the equalized assessed valuation in the amount set forth in Paragraph 2, neither the Property Owner nor its successors or assigns nor the Taxing Districts shall file any appeal with the Jasper County Board of Review or the Property Tax Appeal Board or seek any judicial or administrative review therefrom.

a. Except as stated in Paragraphs 5(b), 5(c) or 5(d), the equalized assessed valuations set forth in Paragraph 2 shall not be subject to change for any reason whatsoever, including without limitation any new conversions, replacements, additions, or other improvements to the generating station.

b. If it is impossible or impracticable for Newton Unit 1 to operate for a period in excess of thirty (30) days due to a natural disaster, including without limitation flood, fire, or windstorm, or any documented mechanical failure, or any act or regulation by a governmental agency, then the assessment of the Newton Station shall be *reduced by* the assessment *multiplied by* a fraction, the numerator being the number of days which Newton Station is unable to generate electricity due to impossibility or impracticability, as defined above in this Paragraph 4(b), and the denominator being 365.

c. If Newton Unit 2 resumes the commercial generation of electricity in any manner prior to January 1, 2019, the 2019 assessment for the Newton Station shall increase from the amount stated in <u>Exhibit B</u> to the amount stated in <u>Exhibit D</u>, and the Property Owner will no longer be required to make PILOT payments.

d. If the Property Owner or its successors or assigns retires Newton Unit 1 or otherwise causes operations at Newton Unit 1 to cease, and prior to January 1, 2019 such retirement or ceasing of operations at Newton Unit 1 is approved by the Midcontinent Independent System Operation ("MISO") pursuant to an Attachment Y conclusion that Newton Unit 1 is not required as a MISO System Support Resource, the Property Owner shall have the right, upon 30 days prior written notice, to terminate this Agreement for purposes of the 2019 assessment only, and pursue a 2019 assessment based on the Subject Property's fair cash value in accordance with Illinois law. If the Property Owner elects to terminate this agreement, then all obligations for a 2019 PILOT payment shall cease and any party may contest the assessment in accordance with Illinois law. If the Property Owner or its successors or assigns retires Newton Unit 1 or otherwise causes operations at Newton Unit 1 to cease after January 1, 2019, then this Agreement, including the assessment stated in Exhibit B and PILOT obligations shall be in full force and effect as if the Property Owner had not elected to retire or cease operations on Newton Unit 1.

e. For the purposes of this Paragraph 5 only, impossibility and impracticability do not include any increases in cost to purchase any raw materials, supplies, or equipment necessary for the production of electricity at the Newton Station.

5. It is the intent of the parties that the equalized assessed values set forth in Paragraph 2 above will be the final assessment after imposition of all multipliers. If the imposition of a multiplier by the Department of Revenue or any other agency of the State of Illinois or by the Taxing Districts or by the Assessing Officials would result in an equalized assessed value which differs from the amount specified in this Agreement, the parties shall make all efforts to correct the aforesaid valuation by any and all statutory means prior to the due date of tax payments. If such efforts do not remove the effect of any such multiplier, the assessed value for the subsequent year, including the assessed value for 2020 if appropriate, shall be

adjusted, either higher or lower, to compensate for the error in the previous year. Thereafter, the provisions set forth in this Agreement shall continue to be followed.

6. The parties understand and agree that each the 2017-2019 assessments shown in <u>Exhibit B</u> and the \$19,000,000 value upon which the PILOT is placed is a negotiated value between the Property Owner, the Taxing Districts and the Jasper County Assessment Officials. The parties understand and agree that for tax year 2020 and thereafter, neither the 2017-2019 assessment nor the PILOT will have any precedential value, impact or effect as a measure of fair cash value for prior values or future assessments.

7. If at any time an assessment for the Newton Station is not in substantial compliance with the terms of this Agreement, the Property Owner and the Taxing Districts shall have the right to seek specific performance to enforce such terms. In the event an action for specific performance is brought, the undersigned parties waive the claim or defense that the moving party has an adequate remedy at law.

8. 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.

9. 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.

10. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns in interest by way of purchase, merger, acquisition and otherwise.

Board Action: Trustee John Brooks made a motion to approve the settlement agreement for the Newton Power Plant. Trustee Jan Ridgely seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, James Lane, Jan Ridgely. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. "Affiliation Agreements"- IECC wishes to enter into affiliation agreements with area health care facilities for LTC's Certified Medical Assistant Program, LTC's Pharmacy Technician Program, and with FCC's Emergency Response Training Program. This is the standard affiliation agreement utilized by the District. The CEO recommended approval of these agreements as presented in full in the Board Agenda.

Board Action: Student Trustee Madison Ferreira made a motion to approve the affiliation agreements for LTC's Certified Medical Assistant Program, LTC's Phlebotomy Technician Program, and FCC's Emergency Response Training Program. 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, Brenda Culver, Andrew Fischer, James Lane, Jan Ridgely. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

<u>AGENDA #9 – "Bid Committee Report"</u> – The CEO recommends approval of the recommendation of the bid committee for the TRIO Upward Bound Cultural & Educational Trip 2018. The following bid recommendation is based upon the lowest responsible bid, considering conformity with specifications, terms of delivery, quality and serviceability.

The Bid Committee recommends acceptance of the low base bid received that meets all specifications from Brightspark Travel for a total of \$91,920.

TRIO Upward Bound Cultural & Educational Trip 2018			
Company	Total Bid		
Adventure Student Travel			
Kirksville, MO	\$136,228		
Big Country Travel			
Hudson, FL	\$99,660		
Brightspark Travel			
Chicago, IL	<mark>\$91,920</mark>		
Gerber Travel			
Woodbury, NY	\$93,484		

Department: TRIO Upward Bound.

Source of Funds: The TRIO Upward Bound programs are 100% funded through three grants by the U.S. Department of Education for \$321,037, \$277,134 and \$263,938 with 0% of the cost for the programs financed by non-governmental sources. Bid award is subject to approval by Illinois Eastern Community Colleges.

Rationale for Purchase: The proposal from Brightspark Travel meets the specifications required in the bid at the most cost effective price based on the four (4) bids received.

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

Board Action: Trustee Brenda Culver made a motion to accept the recommendations of the bid committee as presented. Student Trustee Madison Ferreira seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, James Lane, Jan Ridgely. Student advisory vote: yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – "District Finance" – the following District financial matters were presented.

<u>#10-A. Financial Reports:</u> The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of February 28, 2018.

<u>**#10-B. Approval of Financial Obligations:**</u> District financial obligations (Listing of Board Bills) for February, 2018 totaling \$575,688.74, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Jan Ridgely made a motion to approve payment of district financial obligations for February 2018, in the amounts listed. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Andrew Fischer, Al Henager, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #11 – "Chief Executive Officer's Report" – The CEO Report items discussed were Graduation Date of May 11, 2018, ICCTA Lobby Day April 1-18, 2018, and the current enrollment report.

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

AGENDA #13 – "Approval of Executive Session Minutes" – The Board of Trustees did <u>not</u> hold an executive session at the regular meeting, February 20, 2018.

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

400.1. Employment of Personnel

A. Classified

- 1. Catherine Halterman, Office Assistant, FCC, effective April 4, 2018
- 2. Amber Jared, Administrative Assistant, DO, effective April 9, 2018
- 400.2. Change in Status

A. Administrative

1. Steve Patberg, Coordinator of Career Advisement, WVC, to Assistant Dean of Student Services, WVC, effective March 21, 2018

400.3. Consideration of Contracts for CEO, Presidents, and Dean of Workforce Education

400.4. Memorandum of Agreement with IECEA and Laura Bruck

- 400.5. Academic Rank Change from Instructor to Assistant Professor
- 1. Andrew Pittman

400.6. Resignation Ratification

A. Classified

1. Shelby Ennis, Administrative Assistant, WVC, effective March 16, 2018

400.7. Retirement Ratification

A. Classified

1. Teresa Harris, International Student Liaison, DO/WVC, effective July 1, 2018

Addendum to Personnel Report

400.8. Adjustment of Hourly Rate

A. Classified

1. Candace Young, Office Assistant, LTC from \$10.40/hour to \$10.55/hour effective March 21, 2018.

400.9. Approval of Proposed Non-College Employment

Name	<u>Employer</u>	Hours per Calendar Year
Jesse Allen	J & K Fiber, Robinson, IL	150

<u>#14-A. Board Action to Addend Personnel Report</u>: Trustee James Lane made a motion to addend the Personnel Report, add an addendum for item #400.8 and #400.9. 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 voice vote was taken and the Chair declared that the "Ayes" have it and the motion carried.

#14-B. Board Action to Approve Amended Personnel Report: Student Trustee Madison Ferreira made a motion to approve the amended personnel report 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, Brenda Culver, Andrew Fischer, James Lane, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Al Henager. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – "Collective Bargaining" – None.

AGENDA #16 – "Litigation" – None.

AGENDA #17 – "Other Items" - None.

<u>AGENDA #18 – "Adjournment"</u> – Trustee Jan Ridgely made a motion to adjourn. Student Trustee Madison Ferreira seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The voice vote was taken. The Chair declared the "Ayes" have it, the motion is adopted, and the meeting adjourned at 8:05 p.m.

Call to Order and Roll Call

Disposition of Minutes

Seating of Student Board Member Haylee Neuman

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

Public Comment

Reports A. Trustees B. Presidents C. Cabinet

Policy First Reading (and Possible Approval)

Student 500.4 Course Repeat Policy

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE April 17, 2018

RE: Revisions to Policy 500.4 Course Repeat Policy

The Deans and Chief Academic Officer recently reviewed policy 500.4 Course Repeat Policy and have made minor corrections and editorial revisions to improve the wording of the policy.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

Attachment

STUDENT - 500

Course Repeat Policy (500.4)

Date Adopted: August 16, 1994 Revised: April 17, 2018, pending Board approval

- <u>A.</u> A student may repeat a course without formal written permission of the college when one of the following three conditions is met:
 - If, during the student's first enrollment is in the course, the student completed the course and earned less than a grade of C or withdrew after midterm, the student may enroll in the course on<u>e</u> additional time;
 - 2. If a course has been approved by the ICCB to be repeated, the student may repeat the course as many times as approved by ICCB; or,
 - 3. If the last time the student completed the course was at least four years previously, and the student repeated the course to upgrade his/her skills in that area.

The Board of Trustees established tuition rate shall apply.

<u>B.</u> A student may repeat a course with formal written permission of the college when the following condition is met: If a the student has previously completed the course previously and was claimed for credit hour grant funding. The student may be claimed for retaking the course if the student uses his/her option to retake the course tuition free under the college's educational guarantee program. Provisions set forth in the Educational Guarantee Policies shall apply.

When the student repeats a course under conditions one, two, or three, the Board of Trustees established tuition rate shall apply.

When a student repeats a course under condition four, the provisions of the educational guarantees shall apply.

- <u>C.</u> When a student repeats a course <u>that is</u> not eligible for credit hour grant funding, all students, except international students, will pay the out-of-state tuition rate. For international students, the Board of Trustees established tuition rate shall apply.
- <u>D.</u> When a course is repeated, all grades are recorded on the student's transcript. The higher of the grades and its credit will be used in computing the cumulative grade point average. The other course grade(s) will be suffixed with an "R" to indicate the course was repeated and will not be used in computing grade point average, unless the course is being repeated under conditions <u>A.3. or B</u> three and four above.

Student 500.11 Family Educational Rights and Privacy Act (FERPA) Policy

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE April 17, 2018

RE: Revisions to Policy 500.11 Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) policy was recently reviewed by administration. Revisions to the policy were made to provide greater clarity in the wording of the policy and alignment with the FERPA regulations.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

Attachment

STUDENT - 500

Family Educational Rights and Privacy Act (FERPA) (500.11)

Date Adopted: December 13, 1994 Revised: May 6, 2003 Revised: June 20, 2017 Revised: April 17, 2018 (Pending Board Approval)

A. Purpose

Illinois Eastern Community Colleges (IECC) respects the rights of students and their educational records regarding privacy, confidentiality, inspection and review, amendment, and disclosure. The intent of this policy is to be in accord<u>ance</u> with the <u>Family Educational Rights and Privacy Act of 1974</u>, <u>20 U.S.C. § 1232g</u>, Act, 34 C.F.R. CFR Part 99 (collectively, "FERPA"), and other existing requirements, and to ensure that every endeavor is made to keep the student's records confidential and out of the hands of those who would use them for other than legitimate purposes.

B. Definitions

- 1. Act means the Family Educational Rights and Privacy Act of 1974, as amended, enacted as section 438 of the General Education Provisions Act.
- 2.1. Eligible student: means a <u>A</u> student who has reached 18 years of age or is attending an postsecondary institution. When a student becomes an eligible student, the rights accorded to, and consent required of, parents under 34 CFR Part 99 transfer from the parents to the student.
- 3. Eligible parent means either parent of a student less than 18 years of age who is attending IECC for purposes other than obtaining post-secondary education, unless the institution has been provided with evidence that there is a court order, state statute, or legally binding document relating to such matters as divorce, separation, or custody that specifically revokes these rights.
- 4. <u>2.</u>Educational record: means a <u>A</u>ny record directly related to a student and maintained by the colleges <u>IECC</u> or by a party acting for the colleges <u>IECC</u>. The following documents <u>are not</u> considered educational records:
 - (i) a) rRecords that are kept in the sole possession of the maker, <u>are used only as a personal</u> <u>memory aid</u>, and are not accessible or revealed to any other person <u>except a temporary</u> <u>substitute for the maker</u>; (ii) records of any law enforcement unit of the colleges;
 - (iii) b) eEmployment records of individuals employed by the colleges other than as student employees;
 - (iv) records on a student who is 18 years of age or older made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity and made, maintained, or used only in connection with treatment of the student, and disclosed only to individuals providing the treatment; and
 - (+) c) rRecords created or received by IECC after an individual is no longer a student in attendance and that are not directly related to the individual's attendance as a student. that only contain information about an individual after he or she is no longer a student at that agency or institution.
- 3. <u>Record:</u> Information recorded in any medium, including, but not limited to, handwritten, printed, computer media, video or audio tape, film, microfilm, and microfiche.
- 5. 4. Directory information: means ilnformation contained in an education record of a student which would not generally be considered harmful or an invasion of privacy, if disclosed. It includes, but is not limited to, the student's IECC has designated the following as directory information:
 - a) Student Name

- b) Student local/home Current/permanent address and
- c) <u>T</u>elephone number
- d) Electronic Email address
- e) Date of birth
- f) Current term hours carried
- g) Major field of study
- h) Classification (freshman, sophomore, continuing)
- i) Academic unit
- j) Dates of attendance/anticipated graduation date
- k) Degrees and honors earned and dates (including commencement)
- I) Most recent previous education<u>al agency or institution attended prior to IECC</u>
- m) Participation in officially recognized activity or sport and weight, height and pictures of members of athletic teams. (including weight/height for athletes)
- n) Picture
- 5. Personally identifiable information: Information contained in an education record of a student which can be used to distinguish or trace an individual's identity. The following are considered personally identifiable, confidential, and **are NOT** directory information. (This is representative in nature and not all-inclusive):
 - a) Social security
 - b) Student ID number
 - c) Race, ethnicity, nationality
 - d) Gender
 - e) GPA
 - f) Parent information
- <u>6.</u> <u>School officials:</u> Includes faculty, staff, and administrative personnel employed by IECC. A school official can also be an individual employed by an educational agency that is performing institutional services or functions on behalf of IECC.
- 7. Legitimate educational interest: Generally, a school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his/her professional responsibility. Legitimate educational interest will be reviewed by appropriate Student Services staff on a case-by-case basis.
- C. Rights of Students and Eligible Parents
 - 1. Annual Notification: Each college shall give students or eligible parents annual notification by such means as are reasonably likely to inform them of their rights under this policy and of the right to file complaints with the US Department of Education.
 - 2.1. Inspection and Rreview of Eeducation Rrecords: An eligible parent or student may inspect and review his/her education record by completing an Education Record Request Form available from Student Services at the college of attendance. making written request to the college's Records Office. where Aa form for providing this information is available from the college's Records Office. The request must be received in writing and include, at a minimum, the:
 - a) name, address, social security number, and telephone number of person submitting the request for information;
 - b) description of the information requested;
 - c) an indication of whether the records are to be inspected at the college or mailed to the requestor and, if sent, whether or not copies are to be certified; and
 - d) date of the request and when a response is required.

The college president or his/her designee appropriate Student Services personnel will comply with this request within a reasonable period of time<u>45 days</u>, but generally will not to exceed seven working days, after the request has been made. Records requested and approved for release may be inspected at the college during normal office hours, Monday through Friday, except on

designated holidays or otherwise posted at the college.

Except as limited under 34 CFR Part 99.12, the college <u>IECC</u> may not deny access to education records without providing a description of the circumstances in which the college feels it has a legitimate cause to do so. deny request for a copy of such records. Circumstances under which the college feels it has a <u>A</u> legitimate cause to deny requests for a copy of such records includes, but is not limited to, students owing fees or having other indebtedness to the college.

- 3. Cost of Copies of Records: The student has the right to a response from the college as well as the right to obtain copies of these records, except transcripts, at a cost of 25 cents per page plus postage. The cost per transcript is specified in the college catalog. Copies of education records can be obtained at a cost of 25 cents per page plus postage, if applicable. To obtain a copy of an IECC transcript, a student must follow the appropriate procedure and pay the transcript fee as outlined in the IECC catalog.
- 4. Types and Location of Records:

TYPES OF RECORDS Transcripts Matriculation Occupational Credentials Financial Aid Directory Information Student Conduct

5. Officials Responsible for Records

Frontier Community College Coord. Registration & Records 2 Frontier Drive Fairfield, IL 62837 Telephone (618) 842-3711

Olney Central College Asst. Dean for Student Services 305 North West Street Olney, IL 62450 Telephone (618) 395-7777 LOCATION OF RECORDS Student Services Student Services Student Services Student Services Student Services Student Services

Lincoln Trail College Asst. Dean for Student Services 11220 State Highway 1 Robinson, IL 62454 Telephone (618) 544-8657

Wabash Valley College Asst. Dean for Student Services 2200 College Drive Mt. Carmel, IL 62863 Telephone (618) 262-8641

Wabash Valley College Workforce Education Director of Business & Finance c/o John A. Logan College 700 Logan College Road Carterville, IL 62918 Telephone (618) 985-2828, ext. 8319

2. <u>Request amendment of education records:</u> The <u>A</u> student or eligible parent, who believes that information contained in the student's <u>his/her</u> education record is inaccurate, misleading, or violates the <u>his/her</u> privacy or other rights of the student, may request amendment of the student's education records under 34 CFR Part 99.20, by applying in writing to the college's Records Office. The student must clearly identify the specific part of the record to be amended and explain why the record should be amended. The college shall decide whether to amend the records of the student, in accordance with the request, within ten working days from the receipt of the request. If the college decides to refuse to amend the education record of the student, in accordance with the request, it shall inform the student or eligible parent of the refusal and advise the student or eligible parent of the right to a hearing <u>under 34 CFR Part 99.21</u>. In the event the college determines insufficient cause to warrant an amendment to the record, <u>T</u>the student or eligible parent has the right to add a statement to the student's record <u>commenting on the contested information or stating</u> why he/she disagrees with the decision. Future disclosures that would include this education

record must include the student's statement.

 Request the release of information: As a general principle, personally identifiable information will not be released to anyone. However, a student has a right to request and consent to the release of his/her information to others. A power of attorney will be treated in the same manner as would the student. A copy of the Release of Information form can be obtained and completed at the college of attendance in the Student Services Office.

NOTE: Under 34 CFR Part 99.31, authorization is given for the release of personally identifiable information contained in education records, without the student's consent, in the following instances:

D. Release of Information

1. IECC will not disclose personally identifiable information from the education records of a student without prior written consent of the student except:

- a) to other <u>To IECC</u> school officials, including teachers and administrative personnel within IECC, or to other educational agencies who can be determined by IECC to have <u>a</u> legitimate educational interests in such records <u>NOTE</u>: Once records have been disclosed to school officials, as defined by Board Policy, disclosure of that information to another entity or individual is prohibited;
- b) to officials of another school or school system in which the student seeks or intends to enroll
- c) in connection with financial aid for which a student has applied or which a student has received, provided, that personally identifiable information from the education records of the student may be disclosed for such purposes as to:

1) to determine the eligibility of the student for financial the aid,:

- 2) to determine the amount of financial aid,:
- 3) to determine the conditions which will be imposed regarding the financial aid,; or
- 4) to enforce the terms or and conditions of the financial aid;

d) to eligible parents of a student, as defined in 34 CFR Part 99;

e)b)tTo appropriate parties in health or safety emergencies when knowledge of the information is necessary to protect the health or safety of the student or other individuals within the campus community;

f)c)tTo other parties, agencies, and persons as designated byCertain federal, state, and local educational authorities for audit or evaluation purposes, outlined in 34 CFR Part 99.35; and

- d) To accrediting organizations to carry out their accrediting functions;
- e) To state and local authorities, within a juvenile justice system, pursuant to specific state law; organizations conducting studies for, or on behalf of IECC, to: develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
- f) In compliance with a judicial order or lawfully issued subpoena;
- g) <u>IECC officials may disclose the final results of a Title IX disciplinary proceeding as set forth</u> by Board Policy 100.31;
- h) To parents of students under 21 years of age regarding the student's violation of any Federal, State, or local law, or of any rule or policy of IECC, governing the use or possession of alcohol or a controlled substance;
- i) Information concerning registered sex offenders may be released in a manner consistent with federal and state regulations.
- 2. The college will not release any student information to anyone other than the student or eligible parent without the prior signed and dated written consent of the student or eligible parent, as specified in 34 CFR Part 99.30(2), except under one or more of the conditions as described in 34 CFR Part 99.31. The college IECC will maintain a record of each request for access to any of these disclosures as required by 34 CFR Part 99.32 and a student or eligible parent may inspect and review that record.

<u>g)4.</u> <u>Restrict</u> <u>Pd</u>irectory information: <u>Directory Information</u> may be released from a student's education record <u>upon the request of an outside party</u>, without prior written consent of the student or eligible parent under one or more of the conditions described in 34 CFR Part 99.31(a) (1), the college may release directory information to appropriate IECC employees and to other educational agencies which can be determined by IECC to have a legitimate educational interest in such records. IECC takes its responsibility to safeguard the privacy of all students very seriously; therefore, all requests by outside parties for student directory information without permission, public notice is given annually to all students.

Students wishing to restrict release of Directory Information must file the Directory Information Restriction Notification form with Student Records annually.

5. File a complaint: If a student believes his/her rights have been violated, he/she may file a complaint with the college president or his/her designee. A student may also file a written complaint with the Family Policy Compliance Office at the address listed below:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW. Washington, DC 20202-5920

E. Correction of Records

The student or eligible parent, who believes that information contained in the student's education record is inaccurate, misleading, or violates the privacy or other rights of the student, may request amendment of the student's education records under 34 CFR Part 99.20, by applying in writing to the college's Records Office. The college shall decide whether to amend the records of the student in accordance with the request within ten working days from the receipt of the request. If the college decides to refuse to amend the education record of the student in accordance with the request, it shall inform the student or eligible parent of the refusal and advise the student or eligible parent of the right to add a statement to the student's record.

F.D. Dissemination

All employees will be are given provided a copy of this policy. Faculty and applicable staff are trained on FERPA. Students and eligible parents will be are made aware of and educated on this policy through freshman orientation, the college catalogs, bulletin boards, the iecc.edulECC's website, and in "handouts" distributed by the college's Records Office. Annually, notification of students' rights under FERPA is provided to current students and employees via their IECC email addresses. A copy of this policy will be made available on request to any student or eligible parent.

Student 500.30 Withdrawal Policy

MEMORANDUM

FROM: Terry L. Bruce

DATE April 17, 2018

RE: Revisions to Policy 500.30 Withdrawal Policy

The Student Services Departments and Chief Academic Officer recently reviewed policy 500.30 Withdrawal Policy and have suggested revisions to improve wording of the policy.

The Cabinet has approved this revision and I recommend the Board waive the second reading and approve the revisions to the above policy.

TLB/rs

Attachment

STUDENT - 500

Withdrawal Policy (Policy 500.30)

Date Adopted: January 19, 2016 Revised: June 20, 2017 Revised: April 17, 2018

This policy became effective the Fall 2016 semester.

Students may add, drop, or withdraw from courses during specifically set forth days as established by Illinois Eastern Community Colleges (IECC) and published in the official academic calendar, the college catalog, and in the procedures manual.

Refund Period

A refund of 100 percent of the tuition and fees will be made to a student who withdraws during the first 10 business days of a sixteen-week course period and the first 5 business days of an eight-week course period or the proportionate time of any other course not conforming to a sixteen-week or eight-week schedule.

Academic Record

Courses dropped before the start of a semester do not become part of a student's academic record. If a student <u>attends and</u> withdraws either during or after a refund period, a W (withdraw) becomes part of the student's academic record. Failure to follow the official withdrawal policy will result in a grade of F.

Student Initiated Drop or Withdrawal

Each <u>A</u> student is responsible for initiating a drop or withdrawal request by contacting Student Services at each college and completing a Course Change Form (withdrawal form). The student is encouraged to meet with the instructor, his or her Academic Advisor or Retention Coordinator, and the Financial Aid Office before withdrawing from any course.

Withdrawal requests must be received in Student Services no later than two weeks prior to the last day of classes of any regular length semester. Students are advised to contact Student Services for withdrawal deadlines for courses not conforming to a sixteen-week schedule.

Administrative Withdrawal

Prior to an administrative withdrawal, the instructor should submit a Progress Report to allow the Retention Coordinator or Academic Advisor to contact the student. If there is no resolution, i.e. a student-initiated withdrawal, an instructor may recommend an administrative withdrawal after mid-term for a student, if such withdrawal is deemed to be in the best academic interest of the student. The administrative withdrawal must be approved by the Dean of Instruction. The Student Services/Student Records Office will notify the student and Coordinator of Financial Aid of the student's administrative withdrawal.

Upon review and approval by the Dean of Instruction, faculty may request to withdraw a student from their course with a failing grade due to plagiarism, cheating, non-attendance, or other gross infractions as outlined in the Academic Integrity Policy (500.25) and/or described in the course syllabi.

IECC also has the authority to administratively withdraw a student from classes for the following reasons:

- Registration in violation of college regulations and requirements (academic ineligibility to register);
- Failure to pay tuition and fees by established due date;
- Disciplinary suspension or dismissal for the remainder of an academic semester or longer;
- Severe psychological or health problems such that a student cannot be permitted to continue in attendance; and
- Other reasons deemed appropriate by the proper administrative staff such as the President or Dean of Instruction.

Policy to Protect Academic Standing of Dual Credit Students (Policy 500.29) specifically applies to students who are not successful in dual credit courses that follow the high school calendar and may withdraw from the college course after the college drop date to protect their academic standing.

Policy Second Reading

None

Agenda Item #9

Staff Recommendations for Approval

Agenda Item #9A

Identity Theft Prevention Program

MEMORANDUM

FROM: Terry L. Bruce

DATE April 17, 2018

RE: Identity Theft Prevention Program Identity Theft Prevention Program Status Report for 2017

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

In March 2018, the Identity Theft Prevention Team reviewed and updated the prevention program as necessary. No major updates were made to the current Identity Theft Prevention Program. The Team will continue to annually review the program and provide identity theft and red flag training to their assigned departments and areas. The Release of Student Information Guidelines are included as part of the identity theft training. Identity Theft Prevention Team training was provided in November 2017.

There was one report regarding the detection of a red flag incident in 2017.

I recommend the Board's acceptance of the IECC's Identity Theft Prevention Program and the Status Report for 2017.

TLB/rs

Agenda Item #9B

Program Articulation Agreement with SIU-Carbondale - Advanced Manufacturing Program

Agenda Item #9B

MEMORANDUM

TO:	Board of Trustees
FROM:	Terry L. Bruce
DATE:	April 17, 2018
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 Advanced Manufacturing degree at Wabash Valley College who meet SIUC entrance requirements to be considered, based upon the Department's enrollment criteria and space availability, for admission into SIUC's Bachelor of Science degree in Industrial Management and Applied Engineering in the College of Engineering.

This Program Articulation Agreement will allow IECC and SIUC to form a cooperative relationship to better serve our 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 remain in effect for a period of five years thereafter. The parties may renew or extend this agreement only by written notification signed by the authorized representatives of each party. This agreement may be terminated by either party, with or without cause, upon 60 days advance written notice.

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 COLLEGES (WABASH VALLEY COLLEGE) MT. CARMEL, IL

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 entered into this 15th day of January, 2018 (Effective Date) by and between Illinois Eastern Community Colleges and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

I. TERM AND TERMINATION

- A. Term. This Agreement shall commence as of the Effective Date (or if no Effective Date is indicated upon the date the Agreement is fully executed by the Parties) and shall remain in effect for a period of five (5) years thereafter. The Parties may renew or extend this Agreement only by written instrument signed by the authorized representatives of each Party.
- B. Termination. This Agreement may be terminated by either Party, with or without cause, upon 60 days advance written notice. The Parties agree that no additional students shall be accepted into the program after a Party's receipt of any written notice of termination. No qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements solely due to termination.

II. TRANSFER REQUIREMENTS

- A. All graduates of Wabash Valley College with an Associate in Applied Science (A.A.S.) degree in Advanced Manufacturing and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Industrial Management and Applied Engineering (IMAE) in the College of Engineering based upon the Department's enrollment criteria and space availability.
- B. An Wabash Valley College graduate receiving an A.A.S. degree in Advanced Manufacturing will be considered for admission to SIU Carbondale's Industrial Management and Applied Engineering (IMAE) program if the following are met:

- 1. The student has earned a minimum of 64 semester hours transferable to SIU Carbondale
- 2. The student has earned an overall grade point average (GPA) of 2.0 or above (4.0 scale) for his or her collegiate work as calculated by SIU Carbondale's grading regulations
- 3. Confirmation by the SIU Carbondale College of Engineering that the student has satisfactorily completed the following courses as part of the A.A.S. degree in Advanced Manufacturing at Wabash Valley College:
 - CAD 1210-3, Computer Aided Drafting I
 - DAP 1201-3, Business Computer Systems
 - EDR 1202-4, Mechanical Blueprint Reading
 - ENG 1101-3, Composition I
 - GEN 2297-2, Employment Skills
 - MAC 1203-3, Precision Measurement
 - MAC 2231-3, Introduction to CNC
 - MAN 1201-5, Introduction to Machining
 - MAN 1202-2, Industrial Safety
 - MAN 1204-4, Manufacturing Materials & Processes
 - MAN 1211-4, Industrial Electricity
 - MAN 1215-3, Mechanical Drives
 - MAN 2201-2, Quality Concepts and Techniques
 - MAN 2202-3, Leadership
 - MAN 2211-4, Programmable Logic Controllers
 - MATH 1102-4, College Algebra
 - PHY 1120-5, Physics I
 - PSY 1101-3, General Psychology I
 - WEL 1203-4, *Practical Welding*
- C. Acceptance into the Capstone Option reduces the University Core Curriculum for the A.A.S. degree recipient in Advanced Manufacturing at Wabash Valley College pursuing the B.S. in Industrial Management and Applied Engineering (IMAE) at SIU Carbondale to 30 semester hours. This, along with taking the courses listed above as part of the A.A.S. degree makes it possible for the student to complete the B.S. in Industrial Management and Applied Engineering (IMAE) at SIU Carbondale in approximately 67 additional semester hours beyond the A.A.S. degree.
- D. Wabash Valley College students transferring to the Industrial Management and Applied Engineering (IMAE) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate in Applied Science degree requirements at Wabash Valley College will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale

department. These students will also not be eligible to receive the Capstone Option benefits and will be considered based upon the Department's enrollment criteria and space availability.

E. Students will be required to complete a minimum of 42 senior institution hours at the 300-400 course level, with the last 30 such senior institution hours being at SIU Carbondale for residency purposes. Those students enrolled in an approved program delivered by SIU Carbondale Extended Campus will have completed the residency requirement for the University upon completion of all courses required by the program. All students will be required to complete at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Industrial Management and Applied Engineering (IMAE). Coursework may include University Core Curriculum as well as Industrial Management and Applied Engineering major courses.

III. COURSE DELIVERY

- A. Delivery of courses and programs will be based on mutual agreement between the parties (as specified in the SIU Carbondale program) provided there is a minimum class enrollment in each course adequate to meet expenses. Courses with inadequate enrollment may be subject to cancellation. SIU Carbondale shall notify Wabash Valley College of any cancellation due to inadequate enrollment.
- B. SIU Carbondale will perform registration and advisement counseling as needed to support the courses offered. SIU Carbondale will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with Wabash Valley College and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
- C. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.
- D. SIU Carbondale reserves the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
- E. This agreement permits students to enroll concurrently at SIU Carbondale and Wabash Valley College to complete the degree.
- IV. ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:

- A. Subject to federal and state guidelines, Wabash Valley College will be considered the home institution for the purpose of processing Financial Aid until such time that the student either graduates or severs ties with Illinois Eastern Community Colleges.
- B. Designate in writing a person or persons as point of contact between Wabash Valley College and SIU Carbondale on all matters relating to the courses delivered.
- C. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
- D. Permit students to enroll concurrently at SIU Carbondale and Wabash Valley College to complete a degree.

V. PROGRAM ARTICULATION COMMUNICATION

- A. An SIU Carbondale College of Engineering, Industrial Management and Applied Engineering representative will communicate periodically with Wabash Valley College personnel in Advanced Manufacturing for general advisement and degree planning purposes.
- B. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Wabash Valley College students will be eligible to receive the Bachelor of Science degree in Industrial Management and Applied Engineering (IMAE), College of Engineering, Southern Illinois University Carbondale.
- C. Should changes occur in course or program content, the institution making the change agrees to notify the other institution 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.
- D. 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 access to and release of student records shall be in accordance with FERPA.
- E. Indemnification:
 - 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.

- 2. 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.
- F. 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 but 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.
- G. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.
- H. 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:	Dr. Julie Dunston, Chair & Associate Professor Department of Technology Director, Technology Off Campus Degree Program SIUC, Engineering D105, Mailcode 6603 Carbondale, IL 62901-6603 Phone: 618-536-3396 Email: dunston@siu.edu
For IL Eastern Community Colleges:	Robert Conn, Dean of Instruction Wabash Valley College (IECC) 2200 College Drive Mt. Carmel, IL 62863-2699 Phone: 618-262-8641 Email: connr@iecc.edu

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

Terry Bruce, Chief Executive Officer Illinois Eastern Community Colleges

Andrew Fischer, DMD, Chairman of Board of Trustees Illinois Eastern Community Colleges

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

By_____

Lizette Chevalier, Associate Provost for Academic Programs Date for Carlo Montemagno, Chancellor Southern Illinois University Carbondale

Date

Date

Agenda Item #9C

FY2019 Activity Fee Allocations

Agenda Item #9C

MEMORANDUM

TO:	Board of Trustees
FROM:	Terry L. Bruce
DATE:	April 17, 2018

RE: FY19 Activity Fee Allocations

Annually, \$2 per credit hour for all tuition actually collected is returned to the colleges to support student activities. The Presidents recommend student activity fee allocations at the colleges.

Attached is an analysis of these allocations and the recommendation for FY19. There are minimal changes from last year's recommendations. The allocation notes what percentage of each dollar will be turned over to an appropriate self-balancing account in the auxiliary fund.

Mr. Chairman, I request approval of the Activity Fee Allocations for FY19.

RB/akb

Attachment

ACTIVITY FEE ALLOCATIONS													
		FCC			LTC			осс			wvc		
	16-17	17-18	<mark>18-19</mark>										
Alumni Association	-	-	_	-	-	-	-	-	-	-	-	-	
Athletics	-	25%	25%	30%	38%	38%	30%	30%	30%	30%	30%	30%	
Cheerleaders	-	-	-	5%	5%	5%	-	-	-	5%	5%	5%	
College Union	-	25%	50%	-	-	-	-	-	-	20%	20%	20%	
Student Testing	-	-	-	-	-	-	3%	3%	3%	-	-	-	
Intramurals	-	-	-	3%	-	-	-	-	-	-	-	-	
Parking Maintenance	-	-	-	4%	2%	2%	9%	9%	9%	-	-	-	
Publications	-	-	-	8%	5%	0%	-	-	-	-	-	-	
Soc Cul Act Team	-	-	-	-	-	-	3%	3%	3%	-	-	-	
Special Events	-	-	-	4%	3%	3%	-	-	-	3%	3%	3%	
Student Senate	-	-	-	12%	10%	10%	10%	10%	10%	12%	12%	12%	
Special Projects	-	50%	25%	7%	10%	15%	4%	4%	6%	16%	16%	16%	
Natatorium	-	-	-	-	-	-	-	-	-	-	-	-	
Student Handbook	-	-	-	-	-	-	2%	2%	-	-	-	-	
Model United Nation	-	-	-	-	-	-	-	-	-	-	-	-	
Child Care	-	-	-	-	-	-	20%	20%	20%	-	-	-	
Food Services	-	-	-	12%	12%	12%	19%	19%	19%	14%	14%	14%	
Sports Facility	-	-	-	15%	15%	15%	-	-	-	-	-	-	
	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	

Agenda Item #9D

Appointment of Interim Treasurer and Interim CFO

Agenda Item #9D

MEMORANDUM

TO:	Board of Trustees
FROM:	Terry L. Bruce
DATE:	April 17, 2018
RE:	Appointment of Interim Treasurer

The current Treasurer for the District is Roger Browning, who will retire on April 30, 2018. Roger Browning is also the custodian of the checking account for District funds and an interim authorization will be required for the use of those funds.

It is recommended that the Board appoint Terry Bruce, Chief Executive Officer as Interim District Treasurer, effective May 1, 2018, and serve until such time as a permanent Treasurer is appointed by the Board. Such appointment authorizes the CEO to perform all financial duties of the District, perform all applicable statutory duties of the District Treasurer, including, but not limited to, sign checks, open deposit accounts, endorse checks or otherwise withdraw or transfer funds, complete paperwork necessary for the college to borrow money, pledge assets, enter into safe deposit agreements, and obtain account information.

The District also controls one primary banking account and the designated person responsible for the account is Roger Browning in his role as Chief Financial Officer. In the absence of a Chief Financial Officer, it is recommended that Terry Bruce, Chief Executive Officer, be appointed as temporary Chief Financial Officer, effective May 1, 2018 and serve until such time as a permanent Chief Financial Officer is employed by the Board, and that he be authorized to open deposit accounts, endorse checks or otherwise withdraw or transfer funds, complete paperwork necessary for the college to borrow money, pledge assets, enter into safe deposit agreements, and obtain account information.

The Chief Executive Officer is authorized to take all necessary actions to assume the role of Interim Treasurer and Interim Chief Financial Officer, including obtaining a surety bond, as required by the Illinois Public Community College Act, and notifying the applicable bank and other financial institutions of these interim appointments.

TLB/rs

Attachment

RESOLUTION APPOINTING INTERIM TREASURER AND GRANTING AUTHORIZATION FOR FINANCIAL TRANSACTIONS

WHEREAS, Illinois Eastern Community College District #529, as a public institution, has a responsibility to manage its cash and other financial assets, as well as bond and other financial obligations to ensure appropriate and timely collection as well as expenditures; and

WHEREAS, In order to place accountable control on the establishment, maintenance, and transfer of funds in the name of Illinois Eastern Community College District #529, it is necessary for the Board of Trustees to designate the positions and individuals who shall have responsibility and authority to administer treasury and banking functions; and

WHEREAS, Pursuant to the Illinois Public Community College Act, the Board of Trustees is required to appoint a Treasurer who is not a member of the Board of Trustees and who will become bonded according to the statutory requirements. The duties of the Treasurer are to perform all financial duties of the District, perform all applicable statutory duties, and sign checks as required; and

WHEREAS, the current Treasurer, Roger Browning, is retiring from Illinois Eastern Community College District #529, effective May 1, 2018, and it is necessary to appoint another individual to the Treasurer position; and

WHEREAS, arrangements for addressing the position of Treasurer are currently pending and in order to ensure continuity of the District's financial functions and responsibility, it is recommended that the current Chief Executive Officer, Terry L. Bruce, be appointed, effective May 1, 2018, as the Interim District Treasurer until such time as a permanent Treasurer is determined. No additional compensation will be provided for such appointment.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529:

- 1. That the District Chief Executive Officer, Terry L. Bruce is appointed as Interim District Treasurer, effective May 1, 2018 and until such time as a permanent Treasurer is appointed by the Board. Such appointment authorizes the District CEO to perform all financial duties of the District, perform all applicable statutory duties, including, but not limited to, sign checks, open deposit accounts, endorse checks or otherwise withdraw or transfer funds, complete paperwork necessary for the District to borrow money, pledge assets, enter into Safe Deposit Box agreements, and obtain account information.
- 2. That the District Chief Executive Officer, Terry L. Bruce, is authorized to take all necessary actions to assume the role of Interim Treasurer, including obtaining a surety bond, as required by the Illinois Public Community College Act and notifying the applicable banks and other financial institutions of the Interim Treasurer Appointment.

- 3. That any past resolution policy, authority, or any action of the Board inconsistent with the Resolution, is hereby amended so as to conform with this resolution.
- 4. That this resolution is in full force and effect from and after its adoption.

Dated this 17th day of April 2018.

Chairman, Board of Trustees Illinois Eastern Community College District #529 Secretary, Board of Trustees Illinois Eastern Community College District #529

Agenda Item #9E

Affiliation Agreements Genoa Pharmacy - LTC Pharmacy Technician Sav-Mor Pharmacy - LTC Pharmacy Technician Walgreens-Mattoon - LTC Pharmacy Technician Family Practice Associates - LTC Certified Medical Assistant Union Hospital - LTC Medical Assistant Union Hospital - OCC Associate Degree Nursing Union Hospital - OCC Radiography Union Hospital - OCC Medical Office Assistant Union Hospital - OCC Medical Coding Union Hospital - OCC Medical Transcription

Agenda Item #9E

MEMORANDUM

FROM: Terry L. Bruce

DATE: April 17, 2018

RE: Affiliation Agreements

An Affiliation Agreement is a formal contract between the educational institution and the facility or business where the student(s) will have the experience. It identifies the responsibilities and liabilities of the various parties covered by the contract. Students engaged in these placements are not paid and the experience is required for completion of the program.

IECC wishes to enter into affiliation agreements with:

Genoa Pharmacy - LTC Pharmacy Technician Sav-Mor Pharmacy - LTC Pharmacy Technician Walgreens-Mattoon - LTC Pharmacy Technician Family Practice Associates - LTC Certified Medical Assistant Union Hospital - LTC Medical Assistant Union Hospital - OCC Associate Degree Nursing Union Hospital - OCC Radiography Union Hospital - OCC Medical Office Assistant Union Hospital - OCC Medical Coding Union Hospital - OCC Medical Transcription

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

TLB/rs

Attachment

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this <u>14th</u> day of <u>May</u>, 2018, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as the COLLEGE) and <u>Genoa</u> <u>Pharmacy, Vincennes, IN</u> (hereinafter referred to as AGENCY). [*Identify Above: Agency, City, and State*]

WITNESSETH THAT:

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

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

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

- 1. The AGENCY agrees to make its facilities available in all areas of pharmacy service for observation and participation by the students and faculty of the COLLEGE'S Pharmacy Technician Program subject to the conditions and limitations contained herein.
- 2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
- 3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical pharmacy technician laboratory practice, and will be available to the pharmacy technician students.

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

4. The use of AGENCY facilities will be consistent with, and in conformity *with all applicable rules, regulations, and policies of the AGENCY, and the* Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of pharmacy technician services and safeguard of clients served by

students. The AGENCY personnel will retain full and final decisions for client care assigned to Pharmacy Technician students.

5. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

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

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

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

The students are responsible for health care costs related to student injury or illness occurring in the agency.

The AGENCY may terminate a student from the facility when his or her performance is unsatisfactory to AGENCY or his or her behavior is deemed disruptive or detrimental to AGENCY and/or its patients. In such event, student participation in the AGENCY shall immediately cease. Only the COLLEGE can dismiss a student from the COLLEGE Pharmacy Technician program.

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

- 6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
- 7. The COLLEGE will provide orientation to the educational program for the AGENCY staff.

- 8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
- 9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Pharmacy Technician students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
- 10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the _____ day of _____, 2018.

AGENCY

LINCOLN TRAIL COLLEGE

Pharmacy Director

Pharmacy Technician Faculty Member

Pharmacy Administrator

College Dean

College President

3/12/18 (mailed)

Chairman, Board of Trustees Illinois Eastern Community Colleges

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this <u>14th</u> day of <u>May</u>, 2018, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as the COLLEGE) and <u>Sav-Mor</u> <u>Pharmacy</u>, Flora, IL (hereinafter referred to as AGENCY). [*Identify Above: Agency, City, and State*]

WITNESSETH THAT:

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

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

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

- 1. The AGENCY agrees to make its facilities available in all areas of pharmacy service for observation and participation by the students and faculty of the COLLEGE'S Pharmacy Technician Program subject to the conditions and limitations contained herein.
- 2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
- 3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical pharmacy technician laboratory practice, and will be available to the pharmacy technician students.

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

4. The use of AGENCY facilities will be consistent with, and in conformity *with all applicable rules, regulations, and policies of the AGENCY, and the* Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of pharmacy technician services and safeguard of clients served by

students. The AGENCY personnel will retain full and final decisions for client care assigned to Pharmacy Technician students.

5. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

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

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

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

The students are responsible for health care costs related to student injury or illness occurring in the agency.

The AGENCY may terminate a student from the facility when his or her performance is unsatisfactory to AGENCY or his or her behavior is deemed disruptive or detrimental to AGENCY and/or its patients. In such event, student participation in the AGENCY shall immediately cease. Only the COLLEGE can dismiss a student from the COLLEGE Pharmacy Technician program.

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

- 6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
- 7. The COLLEGE will provide orientation to the educational program for the AGENCY staff.

- 8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
- 9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Pharmacy Technician students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
- 10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the _____ day of _____, 2018.

AGENCY

LINCOLN TRAIL COLLEGE

Pharmacy Director

Pharmacy Technician Faculty Member

Pharmacy Administrator

College Dean

College President

4/10/18 (Faxed)

Chairman, Board of Trustees Illinois Eastern Community Colleges

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this <u>14th</u> day of <u>May</u>, 2018, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Pharmacy Technician Program (hereinafter referred to as the COLLEGE) and <u>Walgreens</u>, <u>Mattoon</u>, IL (hereinafter referred to as AGENCY). [*Identify Above: Agency, City, and State*]

WITNESSETH THAT:

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

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

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

- 1. The AGENCY agrees to make its facilities available in all areas of pharmacy service for observation and participation by the students and faculty of the COLLEGE'S Pharmacy Technician Program subject to the conditions and limitations contained herein.
- 2. The arrangements for use of said facilities of the AGENCY will be made by the Dean of the College on behalf of Lincoln Trail College and the Administrative Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
- 3. The AGENCY will be responsible for the supervision and guidance of the students in the clinical pharmacy technician laboratory practice, and will be available to the pharmacy technician students.

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

4. The use of AGENCY facilities will be consistent with, and in conformity *with all applicable rules, regulations, and policies of the AGENCY, and the* Administrative Supervisor on behalf of the AGENCY will be responsible for maintaining proper standards of pharmacy technician services and safeguard of clients served by

students. The AGENCY personnel will retain full and final decisions for client care assigned to Pharmacy Technician students.

5. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

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

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

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

The students are responsible for health care costs related to student injury or illness occurring in the agency.

The AGENCY may terminate a student from the facility when his or her performance is unsatisfactory to AGENCY or his or her behavior is deemed disruptive or detrimental to AGENCY and/or its patients. In such event, student participation in the AGENCY shall immediately cease. Only the COLLEGE can dismiss a student from the COLLEGE Pharmacy Technician program.

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

- 6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.
- 7. The COLLEGE will provide orientation to the educational program for the AGENCY staff.

- 8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.
- 9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Pharmacy Technician students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.
- 10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the _____ day of _____, 2018.

AGENCY

LINCOLN TRAIL COLLEGE

Pharmacy Director

Pharmacy Technician Faculty Member

Pharmacy Administrator

College Dean

College President

4/4/18 (email)

Chairman, Board of Trustees Illinois Eastern Community Colleges

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

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this <u>14</u> day of <u>May</u>, 2018, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529/LINCOLN TRAIL COLLEGE, for its Certified Medical Assistant Program (CMA) (hereinafter referred to as COLLEGE) and <u>Family</u> <u>Practice Associates, Sullivan, IN</u> (hereinafter referred to as AGENCY). [Insert: Agency, City, and State Above]

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

The students are responsible for health care costs related to student injury or illness occurring in the agency.

The AGENCY may terminate a student from the facility when his or her performance is unsatisfactory to AGENCY or his or her behavior is deemed disruptive or detrimental to AGENCY and/or its patients. In such event, student participation in the AGENCY shall immediately cease. Only the COLLEGE can dismiss the student from the COLLEGE CMA program.

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

6. The faculty of the COLLEGE participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff.

- 7. The COLLEGE will provide orientation of the educational program for the AGENCY staff.
- 8. The students and instructors will safeguard the confidential nature of all information which may come to them with regard to patients and AGENCY records.

9. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Certified Medical Assistant Faculty and CMA students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

10. Automatic renewal of the agreement will be made each summer. Either party hereto may terminate this AGREEMENT with a 90 day written termination notice to the other party.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the _____ day of _____, 2018.

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES DIST. #529/LINCOLN TRAIL COLLEGE

Medical Services Director

Certified Medical Assistant Faculty Member

Administrator

College Dean

College President

Chairman, Board of Trustees Illinois Eastern Community Colleges Dist.#529

Agency

3/28/2018 (mailed)

SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 5th day of February, 2018, by and between Illinois Eastern Community College, District #529, Lincoln Trail College and Olney Central College, (hereinafter referred to as "School") and Union Hospital, Inc. and Union Associated Physicians Clinic, LLC, (hereinafter referred to as "Health Care Providers").

WITNESSETH:

WHEREAS, School offers to enrolled students in a Program in any health degree or Certification Program at Lincoln Trail College or Olney Central College; and

WHEREAS, Health Care Providers operate comprehensive acute-care medical-surgical facilities and medical clinics; and

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

WHEREAS, Health Care Providers have agreed, subject to the specific terms and conditions of this Agreement, to make their facilities available to School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **RESPONSIBILITIES OF SCHOOL.**

- A. <u>Clinical Program</u>. The scope and number of participants in any such Program at one (1) time must be approved in advance by Health Care Providers. Such responsibilities shall include, but not be limited to, the following:
 - (i) Orientation of students to the clinical experience at Health Care Providers' facilities;
 - (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Health Care Providers' facilities;
 - (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Health Care Providers;
 - (iv) Continuing oral and written communication with Health Care Providers regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
 - Supervision of students and their performance at Health Care Providers' facilities;
 - (vi) Participation, with the students, in Health Care Providers' Quality Assurance and related programs;
 - (vii) Performance of such other duties as may from time to time be agreed to between School and Health Care Providers;
 - (viii) Have a current Health Care Provider CPR course certification by the American Heart Association or American Red Cross.

(ix) Prior to any Program Participant beginning a Program, Health Care Providers will be provided with a listing of the names of all Program Participants.

All students, faculty, employees, agents and representatives of School participating in the Program at Health Care Providers' facilities (the "Program Participants") shall be accountable to the Health Care Providers' Administrator, or his designee.

- B. <u>Student Statements</u>. Prior to any Program Participant beginning a Program at Health Care Providers' facilities, School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as <u>Exhibit A</u>, and a Statement of Confidentiality and Security, in the form attached hereto as <u>Exhibit B</u>. School shall deliver copies of such forms to Health Care Providers.
 - C. Insurance. School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate per Program Participant, with insurance carriers or self-insurance programs approved by Health Care Providers and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three (3) years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Health Care Providers. Health Care Providers will not be financially responsible for testing, diagnosing or treating any Program Participant sent to Health Care Providers. For all insurance required by this Paragraph 1(c). School shall require the insurance carrier notify Health Care Providers at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Health Care Providers certificates of insurance evidencing the above coverage at the commencement of this Agreement and annually thereafter so long as the Agreement remains in force and effect.

D. <u>Health of Program Participants and On-Site Faculty</u>. All Program Participants and on-site faculty shall pass a medical examination acceptable to Health Care Providers' facilities prior to their participation in the Program at Health Care Providers at least once a year or as otherwise required by Indiana law. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Health Care Providers' facilities. In no event shall Health Care Providers be financially or otherwise responsible for said medical care and treatment. The Instructor will provide the following information on the Certification Site and all information must be kept by School in a place that it may be produced if requested (Participants will not be allowed to commence experiences until all records are provided to School):

- (i) Proof of current 2-step within the last year with Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
- (ii) Vaccination documentation of proof of (1) rubella, (2) measles (Rubeola), 2 mumps(2MMR) or proof of positive blood titers for each and two (2) chickenpox vaccinations (Varicella Zoster and/or Varicella Zoster Titer and/or written documentation of disease by a health care provider).
- (iii) Proof of flu vaccination by doctor's note, electronic visit summary, a pharmacist's note or copy of influenza vaccination consent showing vaccination against

influenza by the first Thursday of December. (If a Medical or Religious Exemption is needed, this form can be provided to School by Union Hospital Volunteer Services Department). An exemption request must be submitted by the first Tuesday in September.

- (iv) <u>National Criminal Background Check.</u> School has verification of a national criminal background check on any student/on-site faculty prior to placement in any department within Health Care Providers' facilities. The signed certification must meet the following criteria:
 - a. Social Security Number Verification;
 - b. Limited Criminal History Search (7 years or up to 5 criminal searches);
 - c. Violent Sexual Offender and Predator Registry Search;
 - d. Fingerprinting for those students and on-site faculty who will be assigned to the Union Hospital Child Care Center;
 - e. HHS/OIG List of Excluded Individuals/Entities;

http://exclusions.oig.hhs.gov/

f. GSA List of Parties Excluded from Federal Programs; https://www.sam.gov/portal/public/SAM/#1

g. US Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);

http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx

h. Applicable State Exclusion List, if one;

School shall, in a timely manner at either School's expense or the Program Participant's expense, conduct (or have conducted) a background check on each and every student assigned to the Program and every member of the staff/faculty responsible for supervision and/or instruction. The check is to be completed initially for their intern/clinical/teaching affiliation with Health

Care Providers. The check will be valid with continued consecutive progression toward degree/teaching completion. If there is withdraw from degree program or teaching assignment, the background check would then need to be repeated. Student/on-site faculty is required to self-report to School any violations in status from initial background check. School is then required to report those violations to Health Care Providers' Background Check Committee.

> Any Student/on-site faculty, who receives a positive criminal background, will not be approved for assignment at Health Care Providers' facilities unless reviewed and approved by Health Care Providers' Background Check Committee. Health Care Providers' Background Check Committee will provide a response to the School within ten (10) business days of the report being submitted. All exceptions will be reported to Health Care Providers' Corporate Compliance Board Committee. School or student/on-site faculty may appeal a decision by Health Care Providers' Background Check Committee.

All such background checks shall additionally conform to Health Care Providers' policies pertaining to required certification for students and faculty, including submission of the required certification forms as set forth at our certification site. The background check for staff/faculty, if licensed or certified caregivers, shall include all of the above and, in addition, shall include the following:

- a. Education verification (highest level);
- b. Professional License Verification;
- c. Certification & Designations Check;
- d. Professional Disciplinary Action Search.

(v) Drug Screening.

School must require a drug screen on each and every enrolled student/on-site faculty.

- a. To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing Facility, and if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
- b. Substance tested prior to placement at Health Care Providers' facilities must at a minimum be a 10 panel screen which includes the following: amphetamines, barbiturates, benzodiazephines, opiates, marijuana, cocaine, propoxyphene, phencyclidine, methadone, and methaqualone.
- c. Student/On-Site Faculty may be required to undergo drug and alcohol testing upon reasonable suspicion that the student/on-site faculty has violated the policy, or after any "on-the-job" accident, which involves injury requiring medical treatment or evaluation of the student/on-site faculty or another person, or property damage. In addition, Health Care Providers, Inc. may remove student/on-site faculty from the assigned location.

Drug screening will be required for all students/on-site faculty. The screen is to Be completed initially for their intern/clinical/teaching affiliation with Health Care Providers. The screen will be valid with continued consecutive progression toward degree/teaching completion. If there is withdraw from degree program or teaching assignment, the screen would then need to be repeated. Student/On-Site Faculty are required to self-report to university/college/training facility any violations in status from initial drug screen. University/College/Training facility is then required to report those violations to Health Care Providers' Background Check Committee which also has oversight for drug screenings.

- E. <u>Certification</u>. Health Care Providers shall require all student/on-site faculty to complete prior to first day of assigned location the following:
 - (i) School will retain documentation of the student/on-site faculty

requirements; and should be prepared to produce documents at the request of Health Care Providers.

- (ii) Failure of the Certifying Facility to provide the requested documentation, or evidence of non-compliance with this policy is grounds for termination of the contract and/or agreement between the Certifying Facility and Health Care Providers.
- (iii) Health Care Providers reserve the right to conduct random audits to assure the School's compliance with this policy.
- (iv) Verification that all requirements have been met for the student/on-site faculty will be certified on our certification site.
- (v) All Certifications must be received by Health Care Providers at least two
 (2) weeks prior to each School placement. The Certification link is received by the Volunteer Services Department at Union Hospital.

CERTIFICATION FOR ON-SITE FACULTY ONLY

On-site faculty must have the following:

- (i) Certification & Designations Check
- (ii) Professional License Verification
- (iii) Education Verification
- (iv) Professional Disciplinary Action Search
- F. <u>Orientation</u>. Prior to or on the first day of assignment, Student/On-Site Faculty will be required after Certification to complete the following mandatory Health Care Providers' assignments:
 - (i) Mandatory Orientation at Health Care Providers' facility.
 - (ii) Confidentiality/Drug Free Workplace Agreement, Health Assessment Form, Orientation Acknowledgment Form, Statement of Responsibility, and Protected Health Information, Confidentiality and Security Agreement.
 - (iii) Health Care Providers' ID Badge.

Health Care Providers request that on-site faculty with students will be responsible for the following:

- (i) Prior to the students' first day of experience, the on-site faculty must communicate directly with Department Supervisor on expectations, numbers of students, assigned days, and student competencies. In addition, on-site faculty must have one-on-one orientation with Manager.
- (ii) Schedule formalized meetings between on-site faculty and Department hosting student groups.
- G. <u>Bloodborne Pathogens</u>. When a bloodborne pathogen exposure occurs to a student/on-site faculty, he/she will be treated at the Health Office from 7:00 a.m. to 4:00 p.m. at Union Hospital Terre Haute. If the exposure occurs after 4:00 p.m., student/on-site faculty is to notify the Administrative House Supervisor

immediately. At Union Hospital Clinton contact Employee Health Representative, if available. If not available, student/on-site faculty is to notify the Administrative House Supervisor immediately.

School will be billed for the student/on-site faculty exposure for initial testing and treatment expenses, if needed. If follow-up treatment is required, student/on-site faculty will need to follow-up with a physician designated by School.

- H. **Dress Code; Breaks.** School shall require students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Health Care Providers' standards regarding same. All Program Participants shall remain on the Health Care Providers' premises for breaks, including meals. Program Participants shall pay for their own meals at Health Care Providers' facilities.
- I. <u>Performance.</u> All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Health Care Providers' facilities. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Health Care Providers and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Health Care Providers or the performance of services therein.

J. <u>School Status</u>. School represents and warrants to Health Care Providers that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Health Care Providers of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Health Care Providers the right to immediately terminate this Agreement for cause.

2. **RESPONSIBILITIES OF HEALTH CARE PROVIDERS**

A. Subject to Health Care Providers' space and resource requirements, Health Care Providers shall accept those Program Participants who have been assigned to the Program by School and accepted by Health Care Providers and reasonably cooperate in the orientation of all Program Participants to Health Care Providers. Health Care Providers shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Health Care Providers, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Health Care

Providers operations. Health Care Providers shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Health Care Providers shall, at all times, retain ultimate control of the Health Care Providers and responsibility for patient care.

B. Upon the request of School, Health Care Providers shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall, at all times, remain solely responsible for the evaluation and grading of Program Participants.

3. <u>MUTUAL RESPONSIBILITIES</u>. The parties shall cooperate to fulfill the following mutual responsibilities:

A. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Health Care Providers or the School.

B. Any courtesy appointments to faculty or staff by either the School or Health Care Providers shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

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

5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.

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

6. Non-Discrimination.

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

7. **INDEMNIFICATION.**

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

8. **CONFIDENTIALITY.**

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Health Care Providers and/or their patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Health Care Providers. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Health Care Providers. Unauthorized disclosure of confidential

information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Health Care Providers with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

9. TERM; TERMINATION.

A. The initial term of this Agreement shall be for twelve (12) months, commencing on the 2nd day of February, 2018, and ending on the 1st day of February, 2019.

After the initial term, this Agreement will thereafter automatically renew for subsequent twelve (12) month periods (hereinafter "Renewal Term") under the same terms and provisions of the Agreement as then in force and effect, unless either party gives to the other party at least **thirty (30) days** prior written notice of that party's intention not to renew the Agreement.

B. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided all students currently enrolled in the Program at Health Care Providers at the time of notice of termination shall be given the opportunity to complete their clinical Program at Health Care Providers' facilities, such completion not to exceed six (6) months.

10. ENTIRE AGREEMENT.

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

11. SEVERABILITY.

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

12. **CAPTIONS.**

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

13. No Waiver.

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

14. **GOVERNING LAW.**

This Agreement shall be governed and construed in accordance with the laws of the State of

Indiana.

15. Assignment; Binding Effect.

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

16. Notices.

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

If to Health Care Providers:	Union Hospital, Inc. 1606 North 7 th Street Terre Haute, Indiana 47804 Attention: Vice President of Human Resources			
If to School:	Illinois Eastern Community Coll Lincoln Trail College 11200 State Highway 1 Robinson, IL 62454 Attention: Brent Todd	eges, District #529 Olney Central College 305 West Street Olney, IL 62450 Attention: Theresa Marcotte		

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

17. EXECUTION OF AGREEMENT.

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

18. HIPAA Requirements.

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section

1320d) other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

School shall direct its Program Participants to comply with the policies and procedures of Health Care Providers, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Health Care Providers' protected health information, the Program Participants are defined as members of the Health Care Providers' workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Health Care Providers.

19. No Requirement to Refer.

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

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

Illinois Eastern Community College District #529 Lincoln Trail College & Olney Central College

By: Chairman, Board of Trustees Illinois Eastern Community Colleges

Date:

By:_____ Theresa Marcotte Associate Dean of Nursing and Allied Health

Date:_____

By:

_____ Brent Todd, Dean of Instruction Lincoln Trail Community College

Date:

Union Hospital, Inc. and Union Associated Physicians Clinic, LLC

By:_

Sally Zuel Vice President, Human Resources

Date:

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Union Hospital, Inc. and UAP Clinic, LLC ("Health Care Providers"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by ______ ("School") at Health Care Providers' facilities unless such injury or loss arises solely out of Health Care Providers' gross negligence or willful misconduct.

Signature of Program Participant/Print Name	Date

Parent or Legal Guardian if Program Participant is under 18/Print Name

Date

EXHIBIT B

PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT

- Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is in written, electronic, or verbal format. PHI is individually-identifiable information that includes, but is not limited to, patient's name, account number, birthdate, admission and discharge dates, photographs, and health plan beneficiary number.
- Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
- Students enrolled in school programs or courses and responsible faculty are given access to patient information. Students are exposed to PHI during their clinical rotations in healthcare facilities.
- Students and responsible faculty may be issued computer identifications (IDs) and passwords to access PHI.

Initial	Policy
	1. It is the policy of the school/institution to keep PHI confidential and secure.
	 Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
	3. Whether at the school or at a clinical site, students are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear.
	 Unauthorized removal of any part of original medical records is prohibited. Students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.
	 Students and faculty shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients.
	6. A computer ID and password are assigned to individual students and faculty. Students

Initial each to accept the Policy

	and faculty are responsible and accountable for all work done under the associated
	access.
7.	Computer IDs or passwords may not be disclosed to anyone. Students and faculty are prohibited from attempting to learn or use another person's computer ID or password.
8.	Students and faculty agree to follow Health Care Providers' privacy policies.
9.	Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Health Care Providers' facilities.

- I agree to abide by the above policies and other policies at the clinical site. I further agree to keep PHI confidential.
- I understand that failure to comply with these policies will result in disciplinary actions.
- I understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

Signature of Program Participant/Print Name

Date

Parent or Legal Guardian if Program Participant is under 18/Print Name

Date

Bid Committee Report

BID COMMITTEE REPORT

April 17, 2018

Olney Central College 1. Pedestrian Bridge Repairs TO: Board of Trustees

FROM: Bid Committee

DATE: April 17, 2018

RE: Pedestrian Bridge Repairs

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

This project is being completed almost exclusively with excess Protection, Health and Safety proceeds from previous bond issues. The bridge has deteriorated enough that it is in dire need of these repairs to improve safety and extend the life of the structure.

The Bid Committee recommends acceptance of the low base bid received that meets all specifications from Kieffer Brothers Construction for a total of \$188,800. The District has retained Kieffer Brothers in the past for several projects and they have always performed at the highest level.

Pedestrian Bridge Repairs				
Company	Total Bid			
Kieffer Brothers Construction	\$188,800			
Mt. Carmel, IL	φ100,000			

Respectfully submitted,

Roger Browning Terry L. Bruce Renee Smith

Department: Operations & Maintenance.

Source of Funds: Operations & Maintenance – Restricted PHS Carryover Funds.

Rationale for Purchase: Pedestrian Bridge at OCC is in disrepair and is potentially unsafe. Repairs need to be made based on the structural engineer report.

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

District Finance

A. Financial Report B. Approval of Financial Obligations

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

TREASURER'S REPORT March 31, 2018

FUND	BALANCE
Educational	\$9,266,122.09
Operations & Maintenance	\$1,091,798.96
Operations & Maintenance (Restricted)	\$960,823.74
Bond & Interest	\$399,918.17
Auxiliary	\$750,640.38
Restricted Purposes	(\$177,364.67)
Working Cash	\$223,745.20
Trust & Agency	\$480,086.11
Audit	(\$366.49)
Liability, Protection & Settlement	\$693,512.39
TOTAL ALL FUNDS	\$13,688,915.88

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES Combined Balance Sheet - All Funds March 31, 2018

ALL FUNDS

	Fiscal Year 2018
ASSETS:	
	13,688,916
	21,300 12,500
CHECK CLEARING INVESTMENTS	17,590,000
RECEIVABLES	1,808,498
ACCRUED REVENUE	1,000,400
INTERFUND RECEIVABLES	-
INVENTORY	507,898
OTHER ASSETS	456,087
FIXED ASSETS (Net of Depr)	17,511,917
TOTAL ASSETS AND OTHER DEBITS:	51,597,116
LIABILITIES: PAYROLL DEDUCTIONS PAYABLE	217,150
ACCOUNTS PAYABLE	9,025
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	606,924
L-T DEBT GROUP (FUND 9)	9,391,550
OTHER LIABILITIES	431,352
TOTAL LIABILITIES:	10,656,001
EQUITY AND OTHER CREDITS:	
FUND BALANCE	8,524,712
PR YR BDGTED CHANGE TO FUND BALANCE	(416,120)
INVESTMENT IN PLANT (Net of Depr)	17,511,917
FUND BALANCES:	~~~~~
	20,528,777
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9) RESERVE FOR ENCUMBRANCES	(9,391,550)
TOTAL EQUITY AND OTHER CREDITS	<u>4,183,379</u> 40,941,115
	E4 E07 440
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	51,597,116

ILLINOIS EASTERN COMMUNITY COLLEGES Combined Statement of Revenues, Expenses, and Changes in Net Assets AS OF March 31, 2018

ALL FUNDS

	FY	2018
	YEAR-	TO-DATE
REVENUES:		
LOCAL GOVT SOURCES	6	,770,086
STATE GOVT SOURCES	8	,854,104
STUDENT TUITION & FEES	13	,948,439
SALES & SERVICE FEES	2	,686,342
FACILITIES REVENUE		11,261
INVESTMENT REVENUE		146,359
OTHER REVENUES		265,595
TOTAL REVENUES:	32	,682,186

EXPENDITURES:	
INSTRUCTION	8,388,306
ACADEMIC SUPPORT	351,042
STUDENT SERVICES	1,127,762
PUBLIC SERV/CONT ED	2,530
OPER & MAINT PLANT	2,422,551
INSTITUTIONAL SUPPORT	6,638,118
SCH/STUDENT GRNT/WAIVERS	6,002,565
AUXILIARY SERVICES	3,861,230
TOTAL EXPENDITURES:	28,794,104

TRANSFERS AMONG FUNDS:	
INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET	INCREASE/DECREASE	IN	NET	ASSETS	3,888,082

Illinois Eastern Community Colleges Operating Fund Analysis CASH BASIS

July 1, 2017 -- March 31, 2018

REVENUES:	Education Fund	O & M Fund	Total Operating Funds
Local Government Sources	2,788,134	1,194,798	3,982,932
State Government Sources - Current Year	8,854,104	-	8,854,104
State Government Sources - Prior Year	3,227,904	-	3,227,904
Net Tuition and Fees	5,781,295	1,433,880	7,215,175
Sales & Service Fees	32,587	60	32,647
Facilities Revenue	-	10,396	10,396
Investment Revenue	72,561	19,846	92,407
Other Revenues	54,635	-	54,635
TOTAL REVENUES:	20,811,220	2,658,980	23,470,200
EXPENDITURES:			
Salaries	10,502,115	611,145	11,113,260
Employee Benefits	1,836,386	154,597	1,990,983
Contractual Services	383,570	231,624	615,194
Materials	891,431	142,726	1,034,157
Travel & Staff Development	134,438	1,442	135,880
Fixed Charges	115,731	12,830	128,561
Utilities	49,693	932,904	982,597
Capital Outlay	36,555	14,422	50,977
Other	93,972	2,201	96,173
TOTAL EXPENDITURES:	14,043,891	2,103,891	16,147,782
TRANSFERS :			
Interfund Transfers	(1,140,107)		(1,140,107)
TOTAL TRANSFERS:	(1,140,107)		(1,140,107)
NET INCREASE / (DECREASE)	5,627,222	555,089	6,182,311

OPERATING FUNDS COMPARISON REPORT FY16-18

FISCAL YEAR 2016

FISCAL YEAR 2017

FISCAL YEAR 2018

College	Category	Anticipated Budget	Spent Thru March	% of Bdgt	Anticipated Budget	S	pent Thru March	% of Bdgt	Α	Anticipated Budget	;	Spent Thru March	% of Bdgt	% of Year
Frontier	Bills		\$ 1,283,633			\$	1,355,751				\$	1,277,615		
	Payroll		1,637,088			*	1,602,172				Ŧ	1,566,303		
	Totals	\$ 4,230,407	2,920,721	69%	\$ 4,089,274		2,957,923	72%	\$	4,189,416		2,843,918		75%
Lincoln Trail	Bills		1,471,092				1,485,652				\$	1,634,516		
	Payroll		1,754,296				1,624,965					1,703,218		
	Totals	\$ 4,505,520	3,225,388	72%	\$ 4,198,705		3,110,617	74%	\$	4,531,653		3,337,734	74%	5 75%
Olney Central	Bills		1,850,736				1,698,578					1,792,382		
	Payroll		3,578,777				3,395,856					3,460,094		
	Totals	\$ 7,696,886	5,429,513	71%	\$ 7,158,163		5,094,434	71%	\$	7,303,330		5,252,476	72%	75%
Wabash Valley	Bills		2,324,808				2,428,449					2,249,421		
	Payroll		2,425,099				2,368,813					2,210,026		
	Totals	\$ 6,176,922	4,749,907	77%	\$ 6,124,837		4,797,262	78%	\$	6,136,568		4,459,447	73%	5 75%
Workforce Educ.	Bills		3,018,004				2,849,191					2,592,641		
	Payroll		1,031,479				924,684					804,905		
	Totals	\$ 5,467,706	4,049,483	74%	\$ 5,106,047		3,773,875	74%	\$	4,869,942		3,397,546		75%
District Office	Bills		245,522				226,139					238,738		
	Payroll		775,708				778,517					776,187		
	Totals	\$ 1,351,446	1,021,230	76%	\$ 1,349,414		1,004,656	74%	\$	1,614,463		1,014,925		75%
District Wide	Bills		1,297,712				1,159,211					1,251,774		
	Payroll		750,652				600,118					592,527		
	Totals	\$ 2,771,726	2,048,364		\$ 2,339,438		1,759,329	75%	\$	2,705,152		1,844,301	68%	75%
GRAND TOTALS		\$32,200,613	\$ 23,444,606	73%	\$30,365,878	\$:	22,498,096	74%	\$	31,350,524		\$22,150,347	71%	75%

ILLINOIS EASTERN COMMUNITY COLLEGES Operating Funds Expense Report March 31, 2018

	FY 20)18	FY 20	Increase (Decrease)		
	Amount	% of Total	Amount	% of Total		
Salaries	11,113,260	50.17%	11,295,125	50.20%	(181,865)	
Employee Benefits	1,990,983	8.99%	1,916,523	8.52%	74,460	
Contractual Services	615,194	2.78%	625,594	2.78%	(10,400)	
Materials	1,034,157	4.67%	800,646	3.56%	233,511	
Travel & Staff Development	135,880	0.61%	119,879	0.53%	16,001	
Fixed Charges	128,561	0.58%	115,209	0.51%	13,352	
Utilities	982,597	4.44%	926,423	4.12%	56,174	
Capital Outlay	50,977	0.23%	73,791	0.33%	(22,814)	
Other	6,098,738	27.53%	6,624,906	29.45%	(526,168)	
	22,150,347	100.00%	22,498,096	100.00%	(347,749)	

Chief Executive Officer's Report

Executive Session

Approval of Executive Session Minutes

A. Written Executive Session MinutesB. Audio Executive Session Minutes

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: April 13, 2018

RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the Personnel Report. Additional information for items 400.1 and 400.3 has been sent under separate cover.

INDEX

- **400.2.** Employment of Personnel
- 400.3. Approval of Contracts for CEO and Presidents
- 400.4. Resignation Ratification

PERSONNEL REPORT

400.1. Employment of Personnel

A. Faculty

- 1. Joseph Lampley, Instructor, Workforce Education, effective April 19, 2018.
- Jessica McDonald, Speech & Communications Instructor, OCC, effective August 9, 2018.
- 3. Heather Sandy, Art Instructor, OCC, effective August 9, 2018.

B. Classified

1. Sharis Wilson, Office Assistant, FCC, effective April 18, 2018, contingent upon continued grant funding.

400.2. Approval of Contracts for CEO and Presidents

400.3. Resignation Ratification

A. Professional/Non-Faculty Non-Exempt

1. Peter Wood, Manager of Food Services, WVC, effective April 28, 2018.

Collective Bargaining

Litigation

Other Items

Adjournment

Locally Funded, CDB, & PHS Projects Projects Schedule											
	Funding	Estimated									
	Source	Budget									
Student Center - WVC	CDB	\$4,029,400									
Temp Building Replacement - LTC	CDB	\$1,495,500									
Center for Technology - LTC	CDB	\$7,569,800									
GRAND TOTAL		\$13,094,700	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted	

3/31/2018