

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**August 16, 2016**



**Location:**

**Olney Central College  
305 North West Street  
Olney IL 62450**

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

*The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.*

**Illinois Eastern Community Colleges  
Board Agenda**

**August 16, 2016  
7:00 p.m.  
Olney Central College  
Banquet Room**

1. Call to Order & Roll Call ..... Chairman Fischer
2. Disposition of Minutes ..... CEO Bruce
3. Recognition of Visitors and Guests ..... Bruce
  - A. Visitors and Guests
  - B. IECEA Representative
4. Public Comment
5. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
6. Policy First Reading (and Possible Approval) ..... Bruce
  - A. Travel Policy 300.16
7. Policy Second Reading ..... Bruce
  - A. None
8. Staff Recommendations for Approval
  - A. Technology Plan ..... Cline
  - B. FY2017 Tentative Budget ..... Browning
  - C. Employee Health and Dental Insurance ..... Bruce
  - D. Appointment of Board Vice Chairman ..... Bruce
  - E. Safety Deposit Box Resolution ..... Bruce
  - F. Board of Trustee Election 2017 ..... Bruce
  - G. Athletic Training Agreement with Wabash General Hospital – FCC ..... Bruce
  - H. Athletic Training Agreement with Richland Memorial Hospital - OCC ..... Bruce
  - I. Athletic Training Agreement with Wabash General Hospital - WVC ..... Bruce
  - J. Affiliation Agreement with SSM Health – IECC ..... Bruce
  - K. Conveyance of Property from McCoy Estate ..... Bruce
9. Bid Committee Report ..... Bruce
  - A. None

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

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria, at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, Tuesday, July 19, 2016.

**AGENDA #1 – “Call to Order & Roll Call”** – In the absence of both the Chairman and Vice Chairman, according to the statute, Board Secretary Renee Smith opened the meeting at 7:00 p.m. and called the roll.

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

John D. Brooks, Gary Carter, Brenda K. Culver, Alan Henager, Jan Ridgely. Also present was Gideon Raley, student trustee. Trustees absent at roll call: Michael K. Correll, George Andrew Fischer. There being a quorum present, the Secretary declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

Jay Edgren, President of Frontier Community College.

Matt Fowler, President of Wabash Valley College.

Ryan Gower, President of Lincoln Trail College.

Rodney Raney, President of Olney Central College.

Roger Browning, Chief Finance Officer/Treasurer.

Tara Buerster, Director of Human Resources.

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

Alex Cline, Director of Information & Communications Technology

David Carpenter, Dean of Instruction at Lincoln Trail College.

Renee Smith, Assistant to CEO/Board Secretary.

Michael Thomas, Dean of Workforce Education.

**Appointment of Temporary Chairman:** Trustee Gary Carter made a motion to appoint Trustee Brenda Culver to serve as Temporary Chairman to preside at this Board meeting. Trustee Jan Ridgely seconded the motion and on a recorded roll call the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Secretary declared the motion carried and Brenda Culver chaired the remainder of the meeting.

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held Tuesday, June 21, 2016 were presented for disposition.

**Board Action to Approve Minutes:** Trustee Gary Carter made a motion to approve minutes of the foregoing meeting as prepared. Student Trustee Gideon Raley 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” –**

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

**#3-B. IECEA Representative:** Andy King, Vice President of Illinois Eastern Colleges Education Association, was recognized.

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

**AGENDA #5 – “Reports” –**

**#5-A. Report from Trustees:** 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)” –**

**#6-A. 100.31 Preventing Sexual Violence in Higher Education:** The following proposed new policy is recommended in accordance with Public Act 99-426 Preventing Sexual Violence in Higher Education stating that all higher education institutions must adopt a comprehensive policy concerning sexual violence, domestic violence, dating violence and stalking consistent with governing Federal and State law. The following policy includes all required components that must be in place by August 1, 2016.

The CEO recommended approval of the following policy which implements the requirements of Public Act 99-426 Preventing Sexual Violence in Higher Education.

BOARD OF TRUSTEES – 100

**Preventing Sexual Violence Policy (100.31)**

Date Adopted: July 19, 2016 (pending Board approval)

The Board of Trustees of Illinois Eastern Community Colleges District #529 is committed to preventing and responding to incidents of sexual misconduct, sexual assault, domestic violence, dating violence, or stalking. The Board adopts the following standards of conduct for all members of the Illinois Eastern Community Colleges community, including employees, students, contractors and visitors.

The Board is committed to the principle that all interpersonal relationships and interactions – especially those of an intimate nature – be grounded in mutual respect, open communication, and clear consent. As such, sexual assault, domestic violence, dating violence and stalking, are unacceptable and are not tolerated at any Illinois Eastern

Community College. The Board recognizes that victims and offenders can be any gender and expects members of the campus community to help maintain a safe environment.

The Board encourages anyone who has been subjected to sexual assault, domestic violence, dating violence and/or stalking to seek appropriate help and to report the incident promptly to the police and/or designated officials pursuant to this policy.

As a general matter, the Board, through its Chief Executive Officer, will take prompt action to investigate reports of Sexual Assault, Domestic Violence, Dating Violence and/or Stalking and, where appropriate, to impose sanctions. The applicable procedures will depend on whether the alleged offender is a student, faculty or staff member.

Students, faculty and staff who violate this Policy may face discipline up to and including expulsion or termination.

This policy applies to students, employees, contractors, or third parties whenever the misconduct occurs:

- A. On College property; or
- B. Off College property if;
  - 1. The conduct was in connection with a College or College-recognized program or activity; or
  - 2. Otherwise has a connection to the College.

### **Definitions**

- A. **Consent:** Consent is knowing, voluntary and clear affirmative permission by word or action, to engage in mutually agreed upon sexual activity. Consent may not be inferred from silence, passivity, or a lack of active verbal or physical resistance. Past consent to sexual activities, or a current or previous dating relationship, does not imply ongoing or future consent. Submission resulting from a use of force does not constitute consent. Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A person can withdraw consent at any time. A person may be incapable of giving consent due to the person's age, use of drugs or alcohol, being asleep or unconscious, or because an intellectual or other disability prevents the person from having the capacity to give consent. The existence of consent is based on the totality of the circumstances, including the context in which the alleged incident occurred.
- B. **Dating Violence:** The term dating violence means violence committed by a person 1) who is or has been in a social relationship of a romantic or intimate nature with the victim, and 2) where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
- C. **Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Illinois, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Illinois.
- D. **Incapacitated or Incapacitation:** An individual who is incapacitated is unable to give consent. States of incapacitation include sleep, unconsciousness, intermittent consciousness, or any other state where the individual is unaware that sexual contact is occurring. Incapacitation may also exist because of a mental or developmental disability that impairs the ability to consent to sexual contact.

Alcohol or drug use is one of the prime causes of incapacitation. Where alcohol or drug use is involved, incapacitation is a state beyond intoxication, impairment in judgment, or "drunkenness." Because the impact of alcohol or other drugs varies from person to person, evaluating whether an individual is incapacitated, and therefore unable to give consent, requires an assessment of whether the consumption of alcohol or other drugs has rendered the individual physically helpless or substantially incapable of:

- Making decisions about the potential consequences of sexual contact;
- Appraising the nature of one's own conduct;
- Communicating consent to sexual contact; or
- Communicating unwillingness to engage in sexual contact.

Where an individual's level of impairment does not rise to incapacitation, it is still necessary to evaluate the impact of intoxication on consent. In evaluating whether consent was sought or given, the following factors may be relevant:

- Intoxication may impact one's ability to give consent and may lead to incapacitation (the inability to give consent).
- A person's level of intoxication is not always demonstrated by objective signs; however, some signs of intoxication may include difficulty walking, poor judgment, difficulty communicating, slurred speech, or vomiting.
- An individual's level of intoxication may change over a period of time based on a variety of subjective factors, including the amount of substance intake, speed of intake, body mass, and metabolism.

No matter the level of an individual's intoxication, if that individual has not affirmatively agreed to engage in sexual contact, there is no consent.

Anyone engaging in sexual contact must be aware of both their own and the other person's level of intoxication and capacity to give consent. The use of alcohol or other drugs can lower inhibitions and create an atmosphere of confusion about whether consent is effectively sought and freely given. If there is any doubt as to the level or extent of one's own or the other individual's intoxication or incapacitation, the safest course of action is to forgo or cease any sexual contact. An individual's intoxication is never an excuse for or a defense to committing sexual assault and it does not diminish one's responsibility to obtain consent.

- E. **Retaliation:** Any form of retaliation, including intimidation, threats, harassment and other adverse action taken or threatened against any complainant or person reporting or filing a complaint alleging sexual discrimination, harassment or misconduct or any person cooperating in the investigation of such allegations (including testifying, assisting or participating in any manner in an investigation) is strictly prohibited. Action is generally deemed adverse if it would deter a reasonable person in the same circumstances from opposing practices prohibited by the IECC's Policy. Retaliation may result in disciplinary or other action independent of the sanctions or interim measures imposed in response to the allegations of sexual discrimination, harassment or misconduct.
- F. **Sexual Assault:** Any nonconsensual sexual act proscribed by Federal or State law including when the victim lacks capacity to consent, including both sexual intercourse without consent and sexual contact without consent.

Sexual Intercourse without Consent means having or attempting to have sexual intercourse with another individual without consent as defined below. Sexual intercourse means vaginal or anal penetration, however slight, with any body part or object, or oral penetration involving mouth to genital contact.

Sexual Contact without Consent means having sexual contact with another individual without Affirmative Consent, as defined below. Sexual contact means the touching of the person's breasts, anal, groin or genital areas, or other intimate body parts for the purpose of sexual gratification.

- G. **Sexual Exploitation:** Occurs when a person takes non-consensual or abusive sexual advantage of another for anyone's advantage or benefit other than the person being exploited, and that behavior does not meet the definition of sexual assault. Sexual exploitation includes prostituting another person, non-consensual visual or audio recording of sexual activity, non-consensual distribution of photos or other images of an individual's sexual activity or intimate body parts with an intent to embarrass such individual non-consensual voyeurism, knowingly transmitting HIV or a sexually transmitted disease to another, or exposing one's genitals to another in non-consensual circumstances.

- H. Sexual Misconduct: Includes sexual assault, sexual exploitation, dating violence, domestic violence, sexual violence and stalking.
- I. Sexual Violence: Physical sexual acts perpetuated against a person's will or where a person is incapable of giving consent (e.g. due to the person's age, use of drugs or alcohol, or because an intellectual or other disability prevents the person from having the capacity to give consent). Sexual violence includes, but is not limited to, rape, sexual assault, sexual battery, sexual abuse and sexual coercion.
- J. Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to: 1) fear for his or her safety or the safety of others; or 2) suffer substantial emotional distress.
- K. Threat: Any oral or written expression or gesture that could be interpreted by a reasonable person as conveying intent to cause harm to persons or property.

**Title IX Coordinator**

- 1. The Title IX Coordinator for Illinois Eastern Community Colleges is:

Tara Buerster, Director of Human Resources  
 Address: 233 E Chestnut Street, Olney, IL 62450  
 Telephone: 618-393-2982, ext. 5521  
 Email: buerstert@iecc.edu

Responsibilities of the Title IX Coordinator include:

- Overseeing IECC's response to all Title IX reports and complaints and identifying and addressing any patterns or systemic problems revealed by such reports and complaints.
- A Title IX complaint includes complaints alleging sexual discrimination, including sexual harassment as well as sexual misconduct, sexual violence, sexual assault, domestic violence, dating violence and stalking (as those terms are defined herein) which involve a student, visitor or employee.
- Being informed of all reports and complaints raising Title IX issues, including those initially filed with another individual or office or if the investigation will be conducted by another individual or office.
- Ensuring that adequate training is provided to students, faculty and staff on Title IX issues.
- Coordinating Title IX investigations, involving employees and students, including overseeing the investigation of facts relative to a complaint and recommending appropriate sanctions against the perpetrator and remedies for the complaint.
- Ensuring appropriate interim measures for a student victim and/or complainant upon learning of a report or complaint of sexual violence or misconduct.
- Ensuring that appropriate policies and procedures are in place for working with law enforcement and coordinating services with local victim advocacy organizations and services providers, including rape crisis centers.
- Promoting an educational and employment environment which is free of sexual discrimination, harassment and gender bias.

- 2. The Deputy Title IX Coordinators are:

| <u>Frontier Comm.<br/>College</u>                                      | <u>Lincoln Trail College</u>  | <u>Olney Central College</u>   | <u>Wabash Valley College</u>   |
|--|---|--|--|
| Jan Wiles<br>Assistant Dean of<br>Student Services<br>2 Frontier Drive | Megan Scott<br>Assistant Dean of<br>Student Services<br>11220 State Highway 1 | Andi Pampe<br>Assistant Dean of<br>Student Services<br>305 North West Street | Tiffany Cowger<br>Assistant Dean of<br>Student Services<br>2200 College Drive, |

Fairfield, IL 62837  
618-842-3711, 4001  
or 877-464-3687  
wilesj@iecc.edu

Robinson, IL 62454  
618-544-8657, ext. 1121  
or 866-582-4322  
scottm@iecc.edu

Olney, IL 62450  
618-395-7777, ext. 2001  
or 866-622-4322  
pampea@iecc.edu

Mt. Carmel, IL 62863  
618-262-8641, ext. 3383  
or 866-982-4322  
cowgert@iecc.edu

Responsibilities of the Deputy Title IX Coordinators:

- Working in conjunction with the Title IX Coordinator to ensure compliance for matters involving students, including assistance with coordination of training, education, communications, and administration of complaint procedures for complaints against students.

Inquiries concerning the application of Title IX may be referred to the Title IX Coordinator or to the United States Department of Education's Office for Civil Rights:

Office for Civil Rights, Chicago Office U.S. Department of Education  
500 W. Madison Street. Suite 1475  
Chicago, IL 60661-4544  
Telephone: (312) 730-1560  
Email [OCR.Chicago@ed.gov](mailto:OCR.Chicago@ed.gov)

With respect to complaints that involve an employee, vendor or visitor, the Department of Human Resources will manage the investigation into the allegations and will recommend appropriate sanctions against the employee and interim measures, if any, for an employee.

With respect to complaints that involve a student, the Deputy Title IX Coordinators will manage the investigation and recommend appropriate sanctions against the student and interim measures, if any, for a student.

With respect to complaints that involve both a student and an employee, the Title IX Coordinator, the Director of Human Resources and the Deputy Title IX Coordinators shall jointly coordinate the investigation and interim measures.

### **Procedure – Campus Sexual Violence**

The following guidelines identify the methods for reporting, including confidential reporting, and available resources.

Sexual Assault is an extreme form of sexual harassment. If a report includes allegations of sexual assault, domestic violence, dating violence or stalking, then the process and procedures set forth in this Policy will be followed in the assessment, investigation and resolution of the complaint. A complaint of harassment not involving such conduct will be investigated pursuant to the sexual harassment policy and procedure. In no event shall a complaint proceed simultaneously through more than one internal procedure.

### **Option for Assistance Following an Incident of Sexual Assault**

#### A. Immediate Assistance

1. **Off-Campus Advisors and Advocates.** The Notification of Rights and Options provides a list of off-campus advisors and advocates that can provide an immediate confidential response for employees and students in an emergency situation.
2. **Emergency Response.** Anyone who experiences or observes an emergency situation should immediately contact local law enforcement by calling 911.
3. **Off-Campus Health Care Options.** Victims may seek treatment for injuries, preventative treatment for sexually transmitted disease, and other health services by contacting the providers identified on the Notification of Rights and Options

- B. Ongoing On and Off Campus Counseling, Advocacy and Support for Students and Employees. This information can also be found on the Notification of Rights and Options.

### **Reporting and Confidentially Disclosing Sexual Assault**

The Board of Trustees encourages all victims of sexual assault (and bystanders) to talk to somebody about what happened so that victims (and bystanders) can get the support they need and so that the Board can respond appropriately. Different employees on campus have different abilities to maintain a victim's confidentiality:

- Some employees are required to maintain complete or near complete confidentiality,

**Confidential Advisors.** Confidential advisors receive additional training to support survivors of sexual violence and misconduct and are not required to report any information about an incident to the Title IX Coordinator without a victim's permission. Contact information for such confidential advisors is included in the Notification of Rights and Options.

A victim who speaks to a confidential advisor must understand that, if the student victim wants to maintain confidentiality, IECC's ability to conduct an investigation into the particular incident or pursue disciplinary action against the alleged perpetrator(s) may be diminished.

Even so, these advisors will still assist the victim in receiving other necessary protection and support at the request of the victim, including working with IECC officials to address issues such as student victim advocacy, academic support or accommodations, disability, health or mental health services, and changes to living, working or course schedules. A student victim who at first requests confidentiality may later decide to file a complaint with the Illinois Eastern Community Colleges or report the incident to law enforcement, and thus will have the incident fully investigated. These advisors will provide the victim with assistance if the victim wishes to do so.

Note: While these advisors may maintain a victim's confidentiality within Illinois Eastern Community College, by law, any employee who suspects or receives knowledge that a minor student may be an abused or neglected child or, for a student aged 18 through 21, an abused or neglected individual with a disability, is required to: 1) immediately report or cause a report to be made to the Illinois Department of Children and Family Services (DCFS) on its Child Abuse Hotline; and 2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. Also note: If the alleged perpetrator(s) pose a serious and immediate threat to the community, IECC may be called upon to issue a timely warning to the community. Any such warning will not include any information that identifies the victim.

- Some employees are required to report all the details of an incident (including identities of the victim and alleged perpetrator) to the Title IX Coordinator. A report to these employees, called "**Responsible Employees**" generally obligates the Board to investigate the incident and take appropriate steps to address the situation.

Most employees, including but not limited to supervisors, managers, coaches and faculty are responsible employees. A list of Responsible Employees is available through the Title IX Coordinators. When a victim tells a Responsible Employee about an incident of sexual harassment including sexual assault, the victim has the right to expect immediate and appropriate steps to investigate what happened and to resolve the matter promptly and equitably. A Responsible Employee must report to the Title IX Coordinator and, if applicable, all relevant details about the alleged sexual violence or misconduct shared by the victim so that the appropriate Title IX coordinator can determine what happened, including the names of the victim and alleged perpetrator(s), any witnesses, and any other relevant facts, including the date, time and specific location of the alleged incident.

To the extent possible, information reported to a Responsible Employee will be shared only with people responsible for handling the IECC's response to the report and those with a "need to know". The following categories of employees are Responsible Employees

- College and District Administrators
- Title IX Coordinator and Deputy Coordinators
- Supervisors and Managerial Staff
- Faculty

- Coaches & Athletic Directors
  - Student Advisors & Student Group Advisors
- A complete list is available through the Title IX Coordinators.

### **Addressing Confidentiality**

Before a victim or bystander reveals any information to a Responsible Employee, the employee should ensure that the victim understands the employee's reporting obligations and, if the victim wants to maintain confidentiality, direct the victim to the confidential resources referenced above.

If the victim wants to tell the Responsible Employee what happened but also maintain confidentiality, the employee should tell the victim that the employee will share that information for consideration in the investigation and resolution of the complaint, but cannot guarantee that request will be met. In reporting the details of the incident to the Title IX Coordinator, the Responsible Employee will also inform the Title IX Coordinator of the victim's request for confidentiality.

If a victim discloses an incident to a Responsible Employee but wishes to maintain confidentiality or requests that no investigation into a particular incident be conducted or disciplinary action taken, that request must be weighed against the Board's obligation to provide a safe environment for all students and employees including the student victim.

If the request for confidentiality can be met, a victim must understand that the Board's ability to meaningfully investigate the incident and pursue disciplinary action against the alleged perpetrator(s) may be diminished. Alternatively, the request for confidentiality may not be able to be honored in order to provide a safe environment for all students and employees.

The following individual(s) are responsible for evaluating requests for confidentiality:

- Title IX Coordinator
- Chief Executive Officer
- Legal Counsel

A victim will be informed at the earliest point possible of a determination that a request for confidentiality cannot be maintained. In such instances, to the extent possible, information will be shared only with people responsible for handling the response to the complaint and those with a "need to know".

Where confidentiality is maintained, responsive action will reflect the victim's request for confidentiality. As such, if a victim's request for confidentiality limits the ability to formally investigate a particular allegation, responsive steps will still be to limit the effects of the alleged sexual discrimination, misconduct and prevent its recurrence without initiating formal action against the alleged perpetrator or revealing the identity of the student complainant. Such action may include, but is not limited to providing increased monitoring, supervision or security at locations or activities where the alleged misconduct occurred.

### **Employee Reporting and Disclosing Sexual Misconduct of a Student**

In addition to the reporting requirements for Responsible Employees, all employees who have information regarding sexual violence or misconduct of a student or employee are encouraged to report it to the Title IX Coordinator or any Responsible Employee.

### **Other Procedures for Making a Report of Sexual Assault or Other Sexual Violence, Dating Violence, Domestic Violence or Stalking**

Although the Board of Trustees strongly encourages all individuals to report violations of this policy to law enforcement, it is the victim's choice whether or not to make such a report and victims have the right to decline involvement with the local police.

After an incident of sexual assault, the victim should consider seeking medical attention as soon as possible at the nearest hospital or medical facility.

In Illinois, evidence may be collected even if you chose not to make a report to law enforcement. It is important that a victim of sexual assault not bathe, douche, smoke, change clothing or clean the bed/linen/area where they were assaulted if the offense occurred within the past 96 hours so that evidence to the prove the criminal activity may be preserved. In circumstances of sexual assault, if victims do not opt for forensic evidence collection, health care providers can still treat injuries and take steps to address concerns of pregnancy and/or sexually transmitted disease. Victims of sexual assault, domestic violence, stalking, and dating violence are encouraged to also preserve evidence by saving text messages, instant messages, social networking pages, other communications, and keeping pictures, logs or other copies of documents, if they have any, that would be useful to investigators or the police.

As time passes, evidence may dissipate or become lost or unavailable, thereby making investigation, possible prosecution, disciplinary proceedings, or obtaining protection from abuse orders related to the incident more difficult. If a victim chooses not to make a complaint regarding an incident, he or she nevertheless should consider speaking with someone and taking steps to preserve evidence in the event that the victim changes his/her mind at a later date.

If the complainant desires full confidentiality he/she should speak with a confidential advisor. The Title IX Coordinator does take third party reports. With your permission, the confidential advisor may file a report on the details of the incident without revealing your identity to the Title IX Coordinator. The purpose of a confidential report is to attempt to comply with your wish to keep the matter confidential while taking steps to ensure the safety of yourself and others.

### **Interim Measures**

Upon receipt of a complaint, in being mindful of the victim's well-being, designated personnel will take ongoing steps to protect the victim from retaliation or harm and work with the victim to create a safety plan. Interim measures will also include:

- Assisting the victim in accessing other available victim advocacy, academic support, counseling disability, health or mental health services, and legal assistance both on and off campus;
- Providing other security and support, which could include the obtaining a no-contact order, helping to change working arrangements or course schedules (including for the alleged perpetrator(s) pending the outcome of an investigation) or adjustments for assignments or tests; and
- Informing the victim of the right to report a crime to law enforcement and provide the victim with assistance if the victim wishes to do so.

Retaliation against the victim, whether by students or employees, will not be tolerated.

To meet the continuing obligation to address the issue of sexual violence and misconduct campus-wide, reports of such incidents (including non-identifying reports) will also prompt consideration of broader remedial action, such as increased monitoring, supervision, or security at locations where the reported incident occurred; increasing education and prevention efforts, including to targeted population groups; conducting climate assessments/victimization surveys; and/or revisiting its policies and practices.

### **Miscellaneous**

1. **Electronic and Anonymous Reporting.** Although direct verbal reporting of complaints is preferred, an online system for electronic and anonymous reporting is available for use by victims or bystanders. The system will notify the user (before s/he enters information) that entering personally identifying information may serve as notice for the purpose of triggering an investigation. Electronic reports can be filed via a form on the IECC webpage and will generally receive a response within 12 hours with a list of available resources absent an emergency.
2. **Off-Campus Counselors and Advocates,** Off-campus counselors, advocates, and health care providers will also generally maintain confidentiality and not share information unless the victim requests the disclosure and signs consent or waiver form or unless that individual has reporting or other obligations under state law.
3. **Clery Act Reporting Obligations.** Pursuant to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act," 20 U S C 1092(f)), a public crime log and Annual Security

Report ("ASR") are available to all current students and employees. The ASR documents three calendar years of select campus crime statistics (including statistics regarding incidents of dating violence, domestic violence, and stalking). Security policies and procedures and information on the basic rights guaranteed to victims of sexual assault. The Clery Act also requires timely issuance of warnings to the campus community about crimes that have already occurred but may continue to pose a serious or ongoing threat to students and employees.

### **Title IX Complaint Investigation Procedures**

#### **A. Formal Investigation Process**

1. **Initiation of Investigation by Title IX Coordinator:** Upon receipt of a complaint of sexual violence or misconduct under this Policy by a student victim or complainant, the Title IX Coordinator will appoint a trained investigator who will initiate a prompt, fair and thorough investigation. The investigation will be coordinated by the Title IX Coordinator and/or one of the Deputy Coordinators (if a student), and will generally conclude within 60 calendar days or less. Where the allegations are complex or other factors delay the investigative process an extension may be granted by the Title IX Coordinator.

With respect to sexual violence and misconduct complaints that relate to an employee, the Title IX Coordinator and Director of Human Resources will manage the investigation into the allegations made against the employee and will recommend appropriate sanctions against the employee. If the investigation involves both an employee or third party and a student the Title IX Coordinator, Director of Human Resources and a Deputy Coordinator will jointly manage the investigation.

The victim/complainant and respondent has the right to request substitution of these identified individuals with the authority to make a finding or impose a sanction in response to a complaint, if the participation of that individual poses a conflict of interest.

2. **Interim Measures Provided:** During the investigation, the Title IX Coordinator and/or a Deputy Coordinator (as applicable) will determine whether the victim and/or complainant receives interim measures as set forth above, and will advise the victim and/or complainant of the right to file a complaint with local law enforcement agencies.
3. **Notice to Respondent Of Allegations**
  - a. Generally, within 10 business days of receipt of a complaint by the Title IX Coordinator, the respondent will be given written notice of the general allegations against him/her (unless release of the evidence would endanger the health or safety of victim(s) or witness(es)).
4. **Due Process Rights of Victim and/or Complainant and Respondent**
  - a. The victim and/or complainant and respondent will each be afforded the right to present information and witnesses relevant to his or her case.
  - b. When the victim and/or complainant or respondent is requested to appear at an investigatory meeting or proceeding related to a complaint, he or she may be accompanied by an advisor. An advisor is defined as a family member, peer, staff/faculty member, or a union representative. It does not include legal counsel or an attorney at law.
  - c. If the respondent is an employee, any employee misconduct investigation procedures outlined in other applicable employee policies or collective bargaining agreement may be followed.
5. **Evidence Considered:** A trained investigator(s) will interview and receive evidence from the victim, complainant, respondent and any witnesses identified during the course of the investigation. The victim's prior sexual history with anyone other than the respondent will not be considered during the investigation or any proceeding related to a complaint. The mere fact of a current or previous consensual dating or sexual relationship between the victim and respondent does not itself imply consent.
6. **Preservation of Evidence:** Any physical evidence gathered by the investigator will be preserved by the Title IX Coordinator.

7. Concurrent Criminal Investigation: The existence of a concurrent criminal investigation by law enforcement agencies will not necessarily delay or interrupt the investigation procedures outlined herein. However, the law enforcement agency may request that the internal investigation be temporarily suspended. Such request will be evaluate to determine whether and for how long to suspend the internal investigation.
8. Report of Investigation. At the conclusion of the investigation, the trained investigator will prepare a thorough report outlining the complaint, investigation conducted and all relevant evidence obtained; the investigator's conclusions with an explanation of reasoning and/or support for such conclusions; and recommendations for sanctions or other remedial action as appropriate. The investigator will submit his/her report to the Title IX Coordinator and a Deputy Coordinator (if a student is involved).

B. Determination

1. Determination: For student cases, the Title IX Coordinator and/or Deputy Coordinator (as appropriate) shall review the investigator's report and all evidence gathered to determine whether the student engaged in sexual violence or misconduct in violation of policy. The determination of violations shall be made based on the preponderance of evidence, meaning whether it is more likely than not that this policy was violated. For employee cases, the Title IX Coordinator will determine whether the employee engaged in a policy violation involving sexual violence or misconduct.
2. Notice to Respondent. Generally, within seven (7) business days after receipt of the investigator's report (or some reasonable extension thereof), the Title IX Coordinator or the Deputy Coordinator will notify the student via certified mail, return receipt requested, of his/her determination. If the Title IX Coordinator or Deputy Coordinator determines that the respondent has violated the policy regarding sexual violence or misconduct, this notification will also advise the student respondent of
  - a. Disciplinary sanctions; and
  - b. If a student, the right to appeal the determination and sanctions in accordance with the Appeal Procedures set forth below.  
Employee respondents may follow any appeal or grievance process under any other applicable policies.
3. Notice to Victim and/or Complainant. Concurrently with the notice provided to respondent, the Title IX Coordinator or Deputy Coordinator (for students) will notify the victim and/or complainant of his/her determination. If the Title IX Coordinator or Deputy Coordinator determines that the respondent has violated the prohibition of sexual violence or misconduct this notification will also advise the victim and/or complainant of:
  - a. Any individual remedies offered or provided to the victim and/or complainant;
  - b. Disciplinary sanctions imposed on the respondent that directly relate to the victim and/or complainant,
  - c. The right to appeal the determination and sanctions in accordance with the Appeal Procedures below.

C. Sanctions, Protective Actions, and Remedies

1. Sanctions. Students who have violated the prohibition on sexual violence or misconduct are subject to any sanctions set forth in the Code of Student Conduct or other Program policies, up to and including expulsion. To encourage reporting, a student victim's good faith report of a violation of the sexual violence or misconduct policy will be taken into consideration in determining an appropriate response to the reporting student's own misconduct (e.g., educational responses for alcohol/drug violations as opposed to disciplinary action).

Employees who have violated the prohibition on sexual violence or misconduct will be subject to disciplinary action up to and including termination.

2. Protective Actions. Protective measures may be implemented as appropriate, including no-contact orders, trespass notices, or other protective measures. IECC will enforce court ordered no-contact, restraining and/or protective orders to the fullest extent.

3. Remedies. Remedies for the victim and/or complainant depend upon the specific nature of the complaint, as do remedies for the community as a whole.

Remedies for the victim and/or complainant may include, but are not limited to:

- Assisting the victim and/or complainant to change his/her academic and/or work environment if requested and if reasonably available;
- Providing an escort to ensure that the victim and/or complainant can move safely between classes, work and/or activities;
- Ensuring that the victim and/or complainant and the respondent do not attend the same classes;
- Identifying counseling services;
- Identifying medical services;
- Providing academic support services, such as tutoring;
- Arranging for the victim and/or complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the victim and/or complainant's academic record; and
- Reviewing disciplinary actions taken against the victim and/or complainant to see if there is a causal connection between the harassment and the misconduct that may have resulted in the victim and/or complainant being disciplined.

Remedies for the community as a whole may include, but are not limited to.

- Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students and employees affected by sexual discrimination, harassment, and/or misconduct;
- Designating individuals to be available to assist victims of sexual discrimination, harassment and/or misconduct whenever needed;
- Developing materials on sexual discrimination, harassment and misconduct for campus-wide distribution to students, employees, and/or third-parties;
- Creating a committee of students and personnel to identify strategies for preventing and addressing sexual discrimination, harassment and misconduct; and
- Conducting periodic climate surveys to identify how students and employees perceive and experience sexual discrimination harassment and misconduct at Illinois Eastern Community Colleges.

## **II. Title IX Appeal Procedures for Student Victims and/or Complainants and Student Respondents**

### **A. Appeal Request**

A victim and/or complainant or a student respondent who wishes to appeal the decision reached by the Title IX Coordinator or his/her designee at the conclusion of a formal investigation must submit a written request for appeal to the Appeal Board (AB). This request must be submitted to the Title IX Coordinator within 10 business days after receipt of the Title IX Coordinator/Deputy Coordinator's letter of determination. In the event a student victim and/or complainant or a student respondent does not appeal within the required 10 business day period, the decision of the Title IX Coordinator and/or Deputy Coordinator will be final.

The appeal request must be typewritten, must indicate if the requestor wishes to appear in person before the AB, and must state the grounds for appeal. Appeals must be made on the basis of one or more of the following grounds:

1. Procedural error was committed.
2. The finding of facts contained in the decision included inaccurate information.
3. Specific evidence considered during the investigation is objectionable
4. Evidence not offered during the investigation is now available. In such cases, the new evidence must be described.
5. The sanction imposed is lenient, excessive or otherwise inappropriate.

Within 10 business days after receipt of the appeal request, the Title IX Coordinator or his designee will decide whether to grant the appeal based on whether the appeal meets one of the above enumerated grounds for appeal and shall inform the appellant by certified mail, return receipt requested.

If the appeal is granted, the matter will be referred to the AB, and the Hearing Procedures for the AB set forth below will be followed. In the event of an appeal, the decision(s) of the AB will be final in all cases, other than for cases resulting in a recommendation for suspension or expulsion.

If the victim or respondent is an employee, then any employee misconduct appeal procedures are as outlined in other applicable policies, including grievance procedure.

#### B. Establishment of the Standing AB

A standing AB will hear cases and make recommendations on appropriate disciplinary cases referred to it or appealed to it by student victims, complainants and/or students who are the subject of disciplinary actions involving disciplinary suspension and expulsion. The AB will be established each fall and each member shall receive training as required by law. It will be composed of the following persons to be appointed by the CEO:

Chief Academic Officer

Chief Financial Officer

Executive Assistant to the CEO

Alternates: President, Wabash Valley College  
President, Olney Central College

None of the above-named persons may sit in any case in which they have a direct personal interest or played a role in the underlying investigation. Decisions in this regard will be made by the AB as a whole. The CEO may appoint interim members as required.

#### C Hearing Procedures for the AB

1. The hearing will be closed to the public.
2. The victim and/or complainant and respondent shall each be entitled to appear in person with an advisor (as defined above) and present his/her case to the AB, and call witnesses on his/her behalf.  
When requested by the victim, the AB shall make arrangements so that the victim and respondent do not have to be in the same room at the same time (such as by arranging for participation via videophone, closed circuit television, video conferencing, or other means).
3. The hearing will begin with a presentation by the Title IX Coordinator/Deputy Coordinator of his/her determination, followed by a presentation by the appellant. The appellee may present his/her case as well.
4. The Title IX Coordinator/Deputy Coordinator, appellant and appellee may present information in oral and written form, by witnesses and/or through documents. The parties will be given an opportunity to question witnesses, except that the respondent may under no circumstances personally or through his/her advisor question the victim.
5. The AB reserves the right to hear the testimony of witnesses separately, so that the witnesses will not hear each other's testimonies.
6. Pertinent and relevant information will be reviewed by the AB without regard for the legal rules of evidence.
7. The Title IX Coordinator/Deputy Coordinator, appellant and appellee may make closing statements at the conclusion of the hearing on both the issue of misconduct and the issue of the recommended discipline.
8. An audio recording of the proceedings will be created and a record will be made available to either party upon request.
9. The AB will render its written decision within 10 business days after the hearing, absent extenuating circumstances. The decision will be to affirm, reverse or modify the Title IX

Coordinator/Deputy Coordinator's determination as to the violation of policy and the sanction imposed (if any).

10. If a student respondent is found not to have engaged in sexual violence or misconduct in violation of policy, and if coursework has been missed as a direct result of the action taken against the student respondent, appropriate action will be taken to assist the student respondent in completing the course(s).
11. In all cases other than suspension or expulsion, the decision of the AB is final.
12. If the decision of the AB is to suspend or expel the student respondent, that decision will be transmitted to the Vice President of Academic Affairs. The student respondent will then have two business weeks after the decision to appeal pursuant to the standard student grievance procedure. The appeal/grievance will consist of the student respondent's written statement of disagreement with the decision and argument for reversal, relevant documentation and the recording or transcript of the AB hearing. Upon further advancement of a grievance, relevant information will be reviewed before making a decision to uphold the suspension or expulsion or to take other appropriate action.

### **III. Procedures Governing Complaints Solely Involving Employees and/or Third Parties**

An employee or third party should notify the Title IX Coordinator if he or she believes that an employee or agents have engaged in sexual violence or misconduct in violation of Board Policy.

The Title IX Coordinator will address the complaint promptly and thoroughly as follows.

#### **A. Filing a Complaint**

An employee or third party (hereinafter "Complainant") who wishes to avail him or herself of this procedure may do so by filing a complaint with the Title IX Coordinator. The Title IX Coordinator will request the Complainant to provide a written statement regarding the nature of the complaint and will request a meeting with the Complainant. The Title IX Coordinator shall assist the Complainant as needed.

#### **B. Investigation**

Each complaint shall be investigated promptly, thoroughly, impartially, and as confidentially as possible. The Title IX Coordinator or his or her designee will investigate the complaint or appoint a qualified person to undertake the investigation on his/her behalf. As a general rule, all complaints will be investigated, even when the Complainant requests that nothing be done. The investigator will inform potential complainants, complainants, and witnesses that the Board prohibits any form of retaliation against anyone who, in good faith, brings a complaint or provides information to the individual investigating a complaint.

### **Training, Prevention and Education**

#### **A. For Students and Employees**

The Board, through its CEO, will review on an ongoing basis, its sexual violence or misconduct prevention and education programming to ensure students and employees are provided substantive opportunities for training annually to learn about sexual misconduct including primary prevention, bystander intervention, risk reduction, consent, reporting methods, relevant policies and procedures, retaliation, survivor strategies, the impact of trauma relevant definitions, and other pertinent topics. Students will also receive a copy of the Policy against Sexual Violence and Misconduct and the related protocols.

#### **B. For Employees**

The Board, through its CEO, will also provide annual survivor-centered and trauma-informed training to employees involved in: the receipt of a report of a student sexual violence; referral or provision of services to a survivor; any campus complain resolution procedure for sexual violence.

**Training for Designated Employees**

The Title IX Coordinator, Deputy Coordinators, Responsible Employees, investigators, victim advocates, counselors, legal counsel and anyone else involved in responding to, investigating or adjudicating sexual misconduct incidents must receive education and training on primary prevention, bystander intervention, risk reduction, consent, reporting obligations, investigation procedures confidentiality requirements, relevant policies and procedures, retaliation the impact of trauma, relevant definition, and other pertinent topics. The CEO will annually review training offerings to identify ways in which to enhance its effectiveness.

**Publication**

The following will be prominently published on the District website, timely updated and made available: the comprehensive policy; student notification of rights, contact information for Title IX coordinators; confidential resources and advisors and counseling services; and an explanation of responsibilities of Title IX coordinators, responsible employees and mandated reporters.

**Task Force**

The Board, through its CEO, will also establish a campus-wide task force or participate in a regional task force focused on improving coordination between community leaders and service providers to prevent sexual violence. The task force shall meet a minimum of twice per year.

**Reporting**

The Board, through its CEO will comply with all reporting requirements established pursuant to the Illinois Board of Higher Education Act and the Preventing Sexual Violence in Higher Education Act.

**Notification of Rights and Options**

A victim of sexual violence or misconduct has a right to report (or not report) the incident to Illinois Eastern Community Colleges.

**Reporting to IECC**

If you choose to make a report the following individuals will receive a report and will investigate and resolve the matter pursuant to policy. IECC respects the sensitive nature of such complaints and the privacy of victims of sexual violence or misconduct but cannot guarantee complete confidentiality in meeting its responsibility to investigate and address the report. Any of these individuals will help a victim notify law enforcement of an incident, although it is the victim’s choice whether or not to make such a report.

- A. The Title IX Coordinator is:
- B. The Deputy Title IX Coordinators are:

| <u>Frontier Comm. College</u>  | <u>Lincoln Trail College</u>  | <u>Olney Central College</u>  | <u>Wabash Valley College</u>  |
|--|---|---|---|
| Jan Wiles<br>Assistant Dean of Student Services<br>2 Frontier Drive<br>Fairfield, IL 62837<br>618-842-3711, 4001<br>or 877-464-3687<br>wilesj@iecc.edu | Megan Scott<br>Assistant Dean of Student Services<br>11220 State Highway 1<br>Robinson, IL 62454<br>618-544-8657, ext. 1121<br>or 866-582-4322<br>scottm@iecc.edu | Andi Pampe<br>Assistant Dean of Student Services<br>305 North West Street<br>Olney, IL 62450<br>618-395-7777, ext. 2001<br>or 866-622-4322<br>pampea@iecc.edu | Tiffany Cowger<br>Assistant Dean of Student Services<br>2200 College Drive,<br>Mt. Carmel, IL 62863<br>618-262-8641, ext. 3383<br>or 866-982-4322<br>cowgert@iecc.edu |

- C. Electronic/Anonymous reporting: [INSERT LINK once established reporting form is developed]
- D. Additional Non-Confidential Resources On-Campus:

|   |   |   |   |
|---|---|---|---|
| Jay Edgren<br>President<br>618-842-3711, ext. 4001<br>or 877-464-3687   | Ryan Gower<br>President<br>618-544-8657, ext. 1121<br>or 866-582-4322   | Rodney Ranes<br>President<br>618-395-7777, ext 2001<br>or 866-622-4322  | Matt Fowler<br>President<br>618-262-8641, ext. 3383<br>Or 866-982-4322  |
| Paul Bruinsma<br>Dean of Instruction<br>618-842-3711, ext. 4005<br>or 877-464-3687                                | David Carpenter<br>Dean of Instruction<br>618-544-8657, ext. 1144<br>or 866-582-4322                              | Jeff Cutchin<br>Dean of Instruction<br>618-395-7777, ext 2002<br>or 866-622-4322                                  | Robert Conn<br>Dean of Instruction<br>618-262-8641, ext 3382<br>or 866-982-4322                                   |
| Other CSA's at FCC<br>Faculty/Administrators/Supervisors<br>Athletic Director & Coaches<br>Student Group Advisors | Other CSA's at LTC<br>Faculty/Administrators/Supervisors<br>Athletic Director & Coaches<br>Student Group Advisors | Other CSA's at OCC<br>Faculty/Administrators/Supervisors<br>Athletic Director & Coaches<br>Student Group Advisors | Other CSA's at WVC<br>Faculty/Administrators/Supervisors<br>Athletic Director & Coaches<br>Student Group Advisors |

District Office, Human Resources Department (when an employee is involved): 618-393-2982, ext. 5521

### **Responsive Procedures:**

Pursuant to policy, IECC will investigate reports of sexual violence and misconduct. A victim may request, and IECC will evaluate, interim protective measures to address victim safety, including obtaining and enforcing a no-contact order or order of protection.

Upon receipt of a report of sexual violence or misconduct, IECC will initiate a prompt, fair and thorough investigation through the Title IX Coordinator. The victim/complainant and respondent(s) will be afforded the opportunity to present information and witnesses, and IECC will make a good faith effort to contact and interview any witnesses identified by the parties or, including those no longer at the College. IECC strictly prohibits retaliation against the complainant, respondent, or other witnesses.

Upon conclusion of the investigation, the Title IX or Deputy Title IX Coordinator will notify the victim/complainant of the determination and of any remedies offered or provided by IECC to the victim and any disciplinary sanctions on the respondent(s) that directly relate to the victim/complainant. A victim/complainant and a student respondent may utilize the appeal process provided by policy upon conclusion of the investigation.

### **Confidential Options for Reporting:**

The following confidential advisors have been identified to provide support to victims. These advisors are not required to report any information about an incident to the Title IX Coordinator without a victim's permission:

CAISA 544-9379

**(Insert list of area counseling centers once affiliation agreements are developed.)**

### **Additional Off-Campus Resources:**

The following local health, mental health, counseling and advocacy services are available for victims. At a victim's request, IECC personnel identified above can assist victims in accessing these services.

- a. IECC Employee Assistance Program 1-800-767-5320
- b. Illinois Coalition Against Sexual Assault: 217-753-4117 or [www.icasa.org](http://www.icasa.org)
- c. National Sexual Assault Hotline: 800-656-HOPE(4673); <https://www.rainn.org/get-help/national-sexual-assault-hotline>
- d. National Domestic Violence Help Line: 877-TO END DV (877-863-6338); [http://www.cityofchicago.org/dam/city/depts/fss/supp\\_info/DV/MODVsafteycardEnglish.pdf](http://www.cityofchicago.org/dam/city/depts/fss/supp_info/DV/MODVsafteycardEnglish.pdf)
- e. AARDVARC – An Abuse, Rape and Domestic Violence Aid and Resource Collection at [www.aardvarc.org](http://www.aardvarc.org)
- f. The Illinois Coalition Against Domestic Violence: 217-789-2830; [http://www.ilcadv.org/about\\_icadv/contact.asp](http://www.ilcadv.org/about_icadv/contact.asp)
- g. Illinois Attorney General's Office: 1-800-228-3368; [www.ag.state.il.us/victims/](http://www.ag.state.il.us/victims/)
- h. Illinois Crime Victims Bill of Rights 725 ILCS 120-1: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1970&ChapterID=54>
- i. Illinois Crime Victims Compensation Program: 800-228-3368; <http://www.ag.state.il.us/victims/cvc.html>
- j. Illinois Department of Children and Family Services: 800-25-ABUSE (800-252-2873); <http://www.state.il.us/dcfs/index.shtml>

|                               |          |                              |          |                              |          |                              |          |
|-------------------------------|----------|------------------------------|----------|------------------------------|----------|------------------------------|----------|
| <u>Frontier Comm. College</u> |          | <u>Lincoln Trail College</u> |          | <u>Olney Central College</u> |          | <u>Wabash Valley College</u> |          |
| Fairfield Police              | 911      | Robinson Police              | 911      | Olney Police                 | 911      | Mt. Carmel Police            | 911      |
| Wayne Co. Sheriff             | 842-6631 | Crawford Co. Sheriff         | 546-1515 | Richland Co. Sheriff         | 395-7481 | Wabash Co. Sheriff           | 262-4186 |
| *Fairfield Memorial 842-2611  |          | *Crawford Memorial 544-3131  |          | *Richland Memorial 395-2131  |          | *Wabash General 262-8621     |          |
| CAISA                         | 544-9379 | CAISA                        | 544-9379 | CAISA                        | 544-9379 | CAISA                        | 544-9379 |
| Southeastern IL Counseling    |          | Southeastern IL Counseling   |          | Southeastern IL Counseling   |          | Southeastern IL Counseling   |          |
| Regular Hours                 | 842-2125 | Regular Hours                | 842-2125 | Regular Hours                | 395-4306 | Regular Hours                | 262-7473 |
| 24 Hour Crisis                | 395-5026 | 24 Hour Crisis               | 395-5026 | 24 Hour Crisis               | 395-5026 | 24 Hour Crisis               | 395-5026 |

*\* Indicates health care options which provide rape kits and/or Sexual Assault Nurse Examiners. Seeking medical treatment also serves to preserve physical evidence of sexual violence.*

**Board Action:** Student Trustee Gideon Raley made a motion that second reading be waived and that the foregoing Preventing Sexual Violence in Higher Education Policy 100.31 be adopted as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#6-B. 300.22 Purchasing Diversity:** Pursuant to Public Act 99-0462 the District must adopt a policy to comply with changes made to the Business Enterprise for Minorities, Females, and Persons with Disabilities Act. The District has developed this purchasing policy to increase participation of businesses owned by minorities, females, and persons with disabilities. Under this policy, the District will develop procedures that set aspirational goals to increase such participation and be required to document and report the District’s efforts annually to the Business Enterprise Council.

The CEO recommended approval of the following policy to fulfill the requirements of the Act.

BUSINESS – 300

**Policy – Purchasing Diversity (300.22)**

Date Adopted: July 19, 2016

Pursuant to the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, Illinois Eastern Community College District # 529 will develop procedures to include aspirational goals which promote and encourage the continuing economic development of minority, female owned, and persons with disabilities operated businesses.

It is the policy of Illinois Eastern Community College District # 529 to provide opportunities for minorities, females and persons with disabilities to share in the total expenditures of state contracts, construction contracts, and professional services contracts. No potential vendor will be excluded from consideration on the basis of race, color, religion, sex, age or national origin.

**Board Action:** Trustee Gary Carter made a motion that second reading be waived and that the foregoing Purchasing Diversity Policy 300.22 be adopted as recommended. 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, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

**#8-A. 2016-2017 Catalog:** Chris Cantwell reviewed the 2016-2017 IECC Catalog. The catalog lists all courses, programs, degrees and certificates, along with the district policy that applies to operation of the district and its students. Throughout the year, the Board of Trustees is asked to approve changes to the catalog. These changes are added to the electronic version on the IECC website and this amended electronic version becomes the binding document for the district’s relationship with students, faculty, and staff. Because high school counselors continue to use the catalog when advising students, the District will print 1,065 catalogs for a price of \$4,388. The Board Chairman recommended approval to print the 2016-2017 Catalog.

**Board Action:** Trustee John Brooks made a motion to approve printing of the 2016-2017 IECC Catalog as presented and recommended. Student Trustee Gideon Raley 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, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B. Emergency Response Plans:** The colleges have updated Emergency Response Plans that are compliant with both the Illinois Emergency Management Agency Act and the National Incident Management System (NIMS). These plans are used for managing major emergencies and incidents that threaten the health, safety and welfare of the campus community or disrupt its programs, activities or infrastructure.

The CEO recommended approval of the Emergency Response Plans as outlined.

**Board Action:** Trustee Al Henager made a motion to approve the Emergency Response Plans as recommended. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Brenda Culver, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-C. 2016 Biennial Review Report:** Chris Cantwell reviewed the Biennial Review Report 2016, Drug-Free Schools and Communities Act. Under the provisions of the Act, the Board certifies that IECC has conducted a biennial review of its drug prevention program and policy and has determined that it is adequately effective in promoting a drug-free campus environment to students, faculty and staff. It must also be certified that the District will continue to conduct a biennial review of the program's effectiveness, implement needed changes, and ensure that disciplinary sanctions are consistently enforced. The biennial review is required by the Drug-Free Schools and Campus Regulations, as set forth in the Education Department of General Administrative Regulations (EDGAR) Part 86.100, as a condition of receiving funds or any form of financial assistance under any federal program. The CEO recommended that the IECC 2016 Biennial Review be approved as presented.

**Board Action:** Student Trustee Gideon Raley made a motion to approve the IECC Biennial Review Report 2016, Drug-Free Schools and Communities Act, as recommended. 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, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-D. Articulation Agreement between SIU-C and IECC – Radiologic Science:** Chris Cantwell presented an articulation agreement between Illinois Eastern Community Colleges and Southern Illinois University at Carbondale to facilitate transfer for certain IECC graduates into SIU-C's Bachelor of Science Degree in Radiologic Science program. The CEO recommended approval of the articulation agreement between IECC and SIU-C.

**Board Action:** Trustee John Brooks made a motion to approve the articulation agreement between IECC and SIU-C as presented. Trustee Al Henager 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, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-E. Articulation Agreement between SIU-C and IECC – Health Care Management:**

Chris Cantwell presented an articulation agreement between Illinois Eastern Community Colleges and Southern Illinois University at Carbondale to facilitate transfer for certain IECC graduates into SIU-C's Bachelor of Science Degree in Health Care Management online program. The CEO recommended approval of the articulation agreement between IECC and SIU-C.

**Board Action:** Student Trustee Gideon Raley made a motion to approve the articulation agreement between IECC and SIU-C as presented. 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, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees

voting nay: None. Trustees absent: Michael Correll, Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-F. Prevailing Wage:** Roger Browning presented and recommended adoption of “An Ordinance of the Board of Trustees of Illinois Eastern Community Colleges Ascertain the Prevailing Rate of Wages for Laborers, Mechanics and Other Workers Employed in any Public Works of Said District.” The ordinance is the same as adopted one year ago and includes attachments listing the prevailing rate of wages for Crawford, Richland, Wabash and Wayne Counties, Illinois, as determined by the Illinois Department of Labor under date of July 2015. The determination is to be on file in the District Office and available to any interested party, attached to all contract specifications, and copies are to be mailed to the Secretary of State Index Division and Illinois Department of Labor. A notice of the determination must be published. The CEO recommended approval of the Prevailing Rate of Wages as presented.

**Board Action:** Trustee Gary Carter made a motion to approve the Prevailing Rate of Wages as recommended. 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, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-G. Affiliation Agreement with Wabash General Hospital – Phlebotomy:** IECC wishes to enter into a new affiliation agreement with Wabash General Hospital, located in Mt. Carmel, Illinois. This affiliation agreement is for FCC’s Phlebotomy Program and is the standard affiliation agreement utilized by the District. The CEO recommended approval.

**Board Action:** Student Trustee Gideon Raley made a motion to approve the affiliation agreement for the Phlebotomy Program with Wabash General Hospital, Mt. Carmel, Illinois, as recommended. Trustee Al Henager 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, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-H. Affiliation Agreement with Hamilton Memorial Hospital:** IECC wishes to enter into a new affiliation agreement with Hamilton Memorial Hospital, located in McLeansboro, Illinois. This affiliation agreement is for FCC’s Phlebotomy Program and is the standard affiliation agreement utilized by the District. The CEO recommended approval.

**Board Action:** Student Trustee Gideon Raley made a motion to approve the affiliation agreement for the Phlebotomy Program with Wabash General Hospital, Mt. Carmel, Illinois, as recommended. Trustee Al Henager 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, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #9 – “Bid Committee Report”** – None.

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

**#10-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of June 30, 2016.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for July 2016, totaling \$1,271,080.50, 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 July 2016, in the amounts listed, and payments from the revolving fund for June 2016. 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, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Jan Ridgely. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “Chief Executive Officer's Report”** – None.

**AGENDA #12 – “Executive Session”** – The Board of Trustees did not hold an executive session at this meeting, Tuesday, July 19, 2016.

**AGENDA #13 – “Approval of Executive Session Minutes”** – No executive session was held during the regular meeting, Tuesday, June 21, 2016.

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

**400.1. Employment of Personnel**

**A. Faculty**

1. Diedre de Gravina, Nursing Instructor, FCC/OCC, effective August 29, 2016, pending successful completion of background check

**B. Classified**

1. Lori Barger, Office Assistant, DO, effective July 25, 2016, pending successful completion of background check

**400.2. Special Assignment**

**A. Other**

1. Brandon Weger, Interim Director of Educational Talent Search Grant, pending Department of Education approval, \$1,000/month, effective July 20-August 31, 2016

2. Brandon Weger, Director of TRIO Programs, \$6,000/year, effective September 1, 2016

**400.3. Administrative Guidelines for Part-time Faculty**

1. Remove section 1. B. and 2.E. Online classes, summer pilot program has concluded and needs to be removed from Administrative Guidelines. The following sections would be removed:

1. Class Size

B. Online Classes – Beginning with the Summer 2016 semester, online classes will not have a limit on enrollment. Except in unusual circumstances, online classes will not be cancelled as long as at least one student is enrolled by the 10th day of a sixteen week course period and the 5th day of an eight week course period or the proportionate date of any other course not conforming to a sixteen-week or eight-week schedule

2. Rate of Pay

E. Online Classes

Online instructors will be paid at a rate of \$47.00 per student, per workload of the course for the first 10 enrolled, with additional pay available at established enrollment numbers. Pay for the class will be established by the number of students in the class on the 10th day of a sixteen week course period and the 5th day of an eight week course period or the proportionate date of any other course not conforming to a sixteen-week or eight-week schedule Pay will be calculated as follows:

| Number of Students in the course | Pay per student per workload of course   |
|----------------------------------|--|
| 1-10                             | \$47.00 per student per workload of course   |
| 11-25                            | No additional pay  |
| 26-35                            | Amount for first 10 students + \$47.00 per student per workload of course  |
| 36-50                            | No Additional pay  |
| 51-60                            | Amount for first 10 students + 26-35 (additional full pay amount)+ \$47.00 per student per workload of course                                      |
| 61-75                            | No additional pay  |
| 76-85                            | Amount for first 10 students + 26-35 (additional full pay amount) + 51-60 (additional full pay amount)+ \$47.00 per student per workload of course |
| 86-100                           | No additional pay  |

Examples for a 3 credit hour class, with a load of 3.0:

| Number of Students Enrolled | Total Pay   |
|-----------------------------|---|
| 8                           | 8 x 3.0 load x \$47 = \$1,128                                 |
| 10                          | 10 x 3.0 load x \$47 = \$1,410.00                             |
| 14                          | Max out at 10 enrollment pay of \$1, 410.00                   |
| 28                          | \$1,410 (10 student max) + (3 x 3.0 load x \$47) = \$1,833.00 |

Pay rates for part-time faculty receiving a state directed annuity shall be established at a rate that allows the annuitant to instruct as a part-time faculty member without exceeding established income limitations. The rate shall be established thru discussion with the annuitant, the College Dean of Instruction, and the District Director of Human Resources. The rate shall vary with each individual instructor.

The above rate of pay represents the amount paid to the individual for preparation time, instruction, grading, etc.

**400.4. Resignation Ratification**

**A. Professional Non-Faculty**

1. Elizabeth Oliver, Director, TRIO Talent Search, DO, effective August 17, 2016

**B. Classified**

1. Olivia Pipher, Office Assistant, TRIO Talent Search, DO, effective July 16, 2016

**#14-A. Board Action to Approve Personnel Report:** Trustee Al Henager made a motion to approve the Personnel Report as recommended. Student Trustee Gideon Raley 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, Al Henager, Jan Ridgely. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll, Andrew Fischer. The motion having received 5 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.

**AGENDA #18 – “Adjournment”** – Trustee Gary Carter made a motion to adjourn. Student Trustee Gideon Raley 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 was adjourned at 7:45 p.m.

**Agenda Item #1**

**Call to Order and Roll Call**

**Agenda Item #2**

**Disposition of Minutes**

**Agenda Item #3**

**Recognition of Visitors and Guests**

**A. Visitors and Guests**

**B. IECEA Representatives**

**Agenda Item #4**

**Public Comment**

**Agenda Item #5**

**Reports**

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

**Agenda Item #6**

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

**Travel 300.16**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 16, 2016  
RE: Travel Policy 300.16

Governor Rauner has signed Public Act 099-0604 which requires community college districts to adopt travel regulations for members of the Board of Trustees. This new legislation was signed because of the difficulties discovered regarding trustee reimbursement at the College of DuPage. The law requires that policy be adopted by January 1, 2017.

The proposed policy would have trustee reimbursement at the same rates as all District employees. It should be noted that this has been the policy of Illinois Eastern since the District's inception and Board of Trustee member travel has always been reimbursed at the rate available to all employees. However, the policy has not been stated. This policy statement corrects that omission.

I ask the Board's approval of this policy implementation.

TLB/rs

Attachment

BUSINESS - 300

**Travel Policy (300.16)**

Date Adopted: October 15, 1996

It is the policy of the ~~Board of Trustees~~ District to reimburse members of the Board of Trustees, Treasurer, Board Secretary, and employees of the District for approved trips relating to college or District business, at a rate which is consistent with the reimbursement rates in the State of Illinois. ~~for personnel not covered by the collective bargaining agreement.~~

~~District employees seeking~~ Any request for reimbursement should requires submission of ~~submit~~ appropriate forms.

Full-time employees will only be reimbursed for travel from the first work site to the second work site, or from their personal residence to the second work site, whichever distance is shorter.

Charges on credit cards will require documentation of the business purpose and will be provided by the person making the charges. No credit card charges are permitted for any personal purpose or for travel by non-district personnel.

Procedures for compliance with current Illinois law ~~implementation of this policy~~ and any subsequent changes will be outlined in a procedure manual.

**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**  
**Technology Plan**

MEMORANDUM

TO: Board of Trustees  
FROM: Alex Cline  
DATE: August 16, 2016  
RE: Technology Plan

Beginning in 1996, the District initiated a program of improving internal telecommunication programs and the District's computer system. The District began expending \$440,000.00 per year on its five-year technology plan. Since 2001, the District has adopted annually its forecast expenditures for the year and for each of the next four years.

The Technology Plan for FY2017 through FY2021 was developed by the Technology Committee and established a blueprint that sets forth IECC's Information Technology vision, its strategic directions, and the action plans for supporting the academic experience of students and strengthening the educational mission of faculty and staff.

The Technology Plan is grouped into the categories of administrative systems, networking infrastructure, telecommunications, software, and other technology resources. The plan reviews the progress on FY2016 projects and sets the goals for FY2017-FY2021.

The Technology Plan from 2017-2021 contemplates expenditures of \$345,000.00 in FY 2017, \$450,000.00 in FY 2018 and \$515,000.00 for fiscal years 2019-2021 for a total anticipated expenditure of \$2,340,000.00.

I ask the Board's approval of the Technology Plan.

TLB/rs

Attachment



Illinois Eastern Community Colleges

# Technology Plan 2017-2021

7/26/2016

Frontier Community College – Fairfield, Illinois

Lincoln Trail College – Robinson, Illinois  
Olney Central College - Olney, Illinois  
Wabash Valley College – Mt. Carmel, Illinois

TABLE OF CONTENTS

Technology Committee ..... 1

Information Technology Staff ..... 1

Mission Statement ..... 2

Executive Summary ..... 3

Technology Vision..... 3

Fiscal Year 2016 Technology Plan Accomplishments ..... 4

    Network Infrastructure ..... 4

    Telecommunications ..... 4

    Software ..... 4

    Other Technology Resources ..... 5

Five Year Technology Goals: FY 2017-2021 ..... 5

    Administrative Systems ..... 5

    Network Infrastructure ..... 5

    Telecommunications ..... 5

    Software ..... 6

    Other Technology Resources ..... 6

Budget ..... 7

Appendix B – Server List..... 8

Appendix C Network Map ..... 9

## TECHNOLOGY COMMITTEE MEMBERS

The IECC staff and students wish to express a special thank you to the Technology Committee members and the technology staff

Roger Browning, DO  
David Carpenter, LTC  
Alex Cline, DO  
Robert Conn, WVC  
Jeff Cutchin, OCC  
Jay Edgren, FCC  
Matt Fowler, WVC  
Travis Matthews, LTC  
Kristi Urfer, OCC/DO  
Brandon Weger, DO

## INFORMATION TECHNOLOGY STAFF

IECC is fortunate to have skilled and dedicated professionals to support the technology needs of the district. These employees do an excellent job of implementing technology solutions in support of IECC's mission.

### District Office

Jeff Gumbel, Coordinator of Web/Online Learning Services  
Carrie Hallam, Part-Time IT Trainer/Support  
Jack Dunn, Part-Time Computer Technician  
Cindy Westendorf, Help Desk/Computer Technician  
Paul Tait, Systems Administrator  
Dave Wingert, IT Technician  
Jay Zwilling, Systems Administrator

### FCC

Chad Noble, IT Technician

### LTC

Chuck Bennett, IT Technician

### OCC

Allen Simpson, IT Technician

### WVC

Bobby Moyes, IT Technician

Submitted to Cabinet:

Submitted to Board of Trustees:

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT No. 529**

**MISSION**

**Our mission is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.**

**Purposes**

The District is committed to high academic standards for pre-baccalaureate, career and technical education that sustain and advance excellence in learning. The mission is achieved through a variety of programs and services that include, but are not limited to:

- educational programs, including pre-baccalaureate, career and technical degrees and certificates that prepare a diverse student body for transfer to a four-year institution of higher education or entry into a multicultural global workplace;
- program, course and institutional goals that have identifiable and measurable learning outcomes that are clearly understood by students;
- utilization of resource-sharing partnerships to expand, retrain, and strengthen the industrial base of southeastern Illinois;
- development of partnerships with pre-K through high schools allowing for the smooth transition and progression of students through lifelong learning;
- academic programs and institutional services that are reviewed and revised on a scheduled time frame with a focus on accountability relative to planning, student and program assessment, and learning outcomes;
- adult and continuing education designed to meet the immediate and long-term needs of the residents in the District;
- programs in remedial education, which assist District residents in attaining skills and abilities needed to enter and complete college-level programs;
- student advisement, counseling, and placement services for the purpose of assisting students in choosing a program of study, transferring to a four-year institution, entering employment, or completing certificate or course goals;
- curricula and services that are developed and updated, as necessary, to meet both short- and long-term needs of the residents of the District;
- community education and community service activities that provide a cultural and intellectual resource center for the area as well as identifying and honoring multiculturalism and diversity within our communities;
- professional enrichment and growth experiences for college, faculty, administrators, and staff which will improve and enhance instruction and service; and,

- resources, facilities, staff, and equipment to support all program and service components of the college.

## TECHNOLOGY PLAN FY 2017-2021

### EXECUTIVE SUMMARY

With the support and commitment of the Board of Trustees, staff, faculty and administration, IECC continues to improve the technological resources available throughout the district. The FY 2017 – FY 2021 Technology Plan serves as a review of FY 2016 technology projects and outlines current and future technological needs. The goal of the plan is to improve technological services for faculty, staff, and students within the projected budget.

A Technology Committee comprised of employees throughout the IECC District provided input and guidance for the plan. This Committee identified technological resources needed to better serve the citizens of District 529 and developed a Technology Plan that:

- is supported by the four colleges, workforce education, and district office and includes their full commitment to the implementation of the adopted plan.
- is cost-effective, with regard given to present and anticipated financial resources.
- is developed with input from key officers from each college and the district office with full consideration given to the American Disabilities Act and the need to accommodate access for the physically challenged.
- ensures investments in technologies that will provide a sound, reliable infrastructure.
- focuses on major technology needs outside of the normal operating budget and grant funds.

## **TECHNOLOGY VISION AND MISSION FOR ILLINOIS EASTERN COMMUNITY COLLEGES**

IECC has actively built a substantial technology foundation rapidly adopting a significant amount of technology. The district must continue to upgrade technology in order to maximize the educational benefits to the citizens of District 529.

Technology changes on a regular basis; therefore, the Technology Plan is a “living” document that will be updated on an annual basis. The plan is a blueprint for tomorrow that sets forth IECC’s information technology vision, strategic directions, and action plans for achieving the empowerment of the district’s community through information technology.

The vision of IECC’s Technology Plan is to create a sustainable environment that integrates technology into the framework of the institution and provides our students, faculty and staff with the information, tools and services where and when needed.

The mission of the Information Technology Plan is to provide secure, reliable and accessible technology services in support of the overall mission of Illinois Eastern Community Colleges.

## FISCAL YEAR 2016 TECHNOLOGY PLAN ACCOMPLISHMENTS

The Technology Plan projects are grouped in the following categories: administrative systems, network infrastructure, telecommunications, software, and other technology resources. Below are status updates for the 2015 projects.

### STATUS UPDATE

#### Administrative Systems

| <i>PROJECT</i>          | <i>STATUS</i>        | <i>NOTES</i>   |
|-------------------------|----------------------|--|
| Banner Hardware Upgrade | • <b>In Progress</b> | IT staff are working with Ellucian to test new servers. Cutover to new servers is scheduled for December 2016. |

#### Network Infrastructure

| <i>PROJECT</i>              | <i>STATUS</i>  | <i>NOTES</i>   |
|-----------------------------|--|--|
| Network Equipment           | <input type="checkbox"/> <b>Completed</b>                  | Purchased network equipment and software.  |
| Network Servers and Storage | <input type="checkbox"/> <b>Completed/<br/>Reallocated</b> | Purchased additional server storage and Ellucian consulting hours for new Banner server setup. |

#### Telecommunications

| <i>PROJECT</i>                | <i>STATUS</i>                             | <i>NOTES</i>   |
|-------------------------------|---|--|
| Emergency Notification System | <input type="checkbox"/> <b>Completed</b> | Purchased the Regroup emergency notification system. |

#### Software

| <i>PROJECT</i>                | <i>STATUS</i>                             | <i>NOTES</i>  |
|-------------------------------|---|---|
| Computer Software Licenses    | <input type="checkbox"/> <b>Completed</b> | The following District-wide software licenses were purchased: Microsoft Desktop Bundle, Antivirus, Deepfreeze, Backup Exec, Adobe Connect and D2L.  |
| Online Software Subscriptions | <input type="checkbox"/> <b>Completed</b> | The following district-wide LRC software subscriptions were also purchased: American History, World History, World News, Issues and Controversies, Today's Science, Literary Reference Center, Small Business Reference Center, Oxford English Dictionary, Access Science, The Chronicle and CQ Researcher. |

## Other Technology Resources

| <i>PROJECT</i>            | <i>STATUS</i>                             | <i>NOTES</i>  |
|---------------------------|---|---|
| Other Technology Needs    | <input type="checkbox"/> <b>Completed</b> | Purchased technology equipment and software based on campus needs. Purchases included: computers, display TVs and software. |
| Computer Projection Units | <input type="checkbox"/> <b>Completed</b> | Purchased projectors and TVs for classroom use.   |

## FIVE YEAR TECHNOLOGY GOALS

### **FY 2017 – FY 2021**

The improvements and recommendations established through the Technology Plan are listed below as goals in the areas of administrative systems, network infrastructure, telecommunications, software, and other technology resources. The goals and activities of the Technology Plan are not a wish list, but represent the cost for improvements, upgrades and maintenance necessary to provide the technological resources required by the IECC district. These projects represent technology needs outside the normal operating budget and grant funds.

Please refer to the budget on page 8 to see the year in which each project is scheduled.

### GOAL 1: MAINTAIN AND UPGRADE SYSTEMS IN SUPPORT OF ADMINISTRATIVE OPERATIONS

**Activity 1:** Upgrade the hardware and software that supports Banner, the centralized administrative software system. This system contains the core information required for day-to-day operations at IECC including financials, human resources, student records, and financial aid. Additional software demands from Banner upgrades, web access, online reporting, and imaging system access require additional computing capacity.

FY 2017 Projects include:

- 1.1 Banner server migration support.
- 1.2 Financial Aid process improvement assessment.
- 1.3 Review data reporting requirements, personnel and systems. Address the increased demands for data from various agencies and departments.
- 1.4 Implement Intellectcheck system for check printing and electronic deposit notifications.

### GOAL 2: MAINTAIN AND UPGRADE THE DISTRICT'S NETWORK INFRASTRUCTURE

**Activity 1:** Upgrade the existing wired and wireless network equipment. Increases in both instructional and administrative network applications drive the need for faster network and additional wireless access; therefore, we must annually upgrade the networking equipment to accommodate the demands.

**Activity 2:** Upgrade network servers and data storage equipment to support various applications

throughout the district. See Appendix B for a detailed equipment list.

**Activity 3:** Upgrade battery backup and surge protection systems throughout the district.

### **GOAL 3: ENHANCE THE CURRENT TELECOMMUNICATIONS NETWORK**

**Activity 1:** Purchase annual subscription for emergency notification system that can send text and voice messages to cell phones.

### **GOAL 4: UPGRADE SOFTWARE LICENSING**

**Activity 1:** Purchase software applications such as the Learning Management System, Adobe Connect, the Microsoft Office Suite, Microsoft Windows Servers and Norton Antivirus. These applications are installed on almost every computer throughout the district. As with all areas of technology, software applications change rapidly. IECC must teach and use the most current software applications to give both students and employees the tools needed to compete in today's marketplace

**Activity 2:** Purchase online software subscriptions. Many research materials are now available online and are accessible by purchasing annual software subscriptions. Purchasing access to the online materials as a district provides district-wide access to the information and takes advantage of quantity discounts. Subscriptions include: The Chronicle of Higher Education, CQ Researcher, and Lexis-Nexis Academic Universe.

### **GOAL 5: MAINTAIN AND UPGRADE OTHER TECHNOLOGY RESOURCES**

**Activity 1:** Replace desktop computers that no longer meet minimum requirements. The lifecycle of a desktop computer ranges from three to five years depending on application requirements. A line item to ensure the replacement of outdated computers is critical.

Major computer replacements will be deferred in FY 2017. High priority replacements will be purchased as needed using funds from Other Technology Needs and Computers (Activity 2) below.

**Activity 2:** Due to the elimination of the ICCB Advanced Technology Grant funding, the Committee recommends allocating funds to support technology needs previously funded by the grant. Purchases from this line item will be based on the Advanced Technology Grant guidelines and left to the discretion of the CEO, CFO, Director of IT, College Presidents, and College Deans. The distribution will be: FCC: \$30,000, LTC: \$30,000, OCC: \$30,000, WVC: \$30,000, WE: \$10,000.

FY 2017 Projects include:

- 2.1 Purchase equipment required for interactive video classrooms.
- 2.2 Upgrade software and hardware as needed.

**Activity 3:** Purchase projectors, televisions, cameras, and video equipment required to enhance classroom technology.

## Technology Plan Budget FY 2017 - 2021

### Administrative Systems

| <u>Activity</u> | <u>Description</u>                    | <u>FY 2017</u>     | <u>FY 2018</u>     | <u>FY 2019</u>     | <u>FY 2020</u>     | <u>FY 2021</u>     | <u>TOTALS</u>       |
|-----------------|---------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| 1               | Banner System Upgrades and Consulting | \$20,000.00        | \$20,000.00        | \$20,000.00        | \$20,000.00        | \$20,000.00        | \$100,000.00        |
|                 | <b>Administrative Systems Totals</b>  | <b>\$20,000.00</b> | <b>\$20,000.00</b> | <b>\$20,000.00</b> | <b>\$20,000.00</b> | <b>\$20,000.00</b> | <b>\$100,000.00</b> |

### Network Infrastructure

| <u>Activity</u> | <u>Description</u>                        | <u>FY 2017</u>     | <u>FY 2018</u>     | <u>FY 2019</u>     | <u>FY 2020</u>     | <u>FY 2021</u>     | <u>TOTALS</u>       |
|-----------------|---|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| 1               | Network Equipment                         | \$10,000.00        | \$10,000.00        | \$10,000.00        | \$10,000.00        | \$10,000.00        | \$50,000.00         |
| 2               | Network Servers and Storage               | \$20,000.00        | \$25,000.00        | \$40,000.00        | \$40,000.00        | \$40,000.00        | \$165,000.00        |
| 3               | Network Power Backup and Surge Protection | \$5,000.00         | \$5,000.00         | \$5,000.00         | \$5,000.00         | \$5,000.00         | \$25,000.00         |
|                 | <b>Network Infrastructure Totals</b>      | <b>\$35,000.00</b> | <b>\$40,000.00</b> | <b>\$55,000.00</b> | <b>\$55,000.00</b> | <b>\$55,000.00</b> | <b>\$240,000.00</b> |

### Telecommunications

| <u>Activity</u> | <u>Description</u>               | <u>FY 2017</u>    | <u>FY 2018</u>    | <u>FY 2019</u>    | <u>FY 2020</u>    | <u>FY 2021</u>    | <u>TOTALS</u>      |
|-----------------|----------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| 1               | Emergency Notification System    | \$5,000.00        | \$5,000.00        | \$5,000.00        | \$5,000.00        | \$5,000.00        | \$25,000.00        |
|                 | <b>Telecommunications Totals</b> | <b>\$5,000.00</b> | <b>\$5,000.00</b> | <b>\$5,000.00</b> | <b>\$5,000.00</b> | <b>\$5,000.00</b> | <b>\$25,000.00</b> |

### Software

| <u>Activity</u> | <u>Description</u>            | <u>FY 2017</u>      | <u>FY 2018</u>      | <u>FY 2019</u>      | <u>FY 2020</u>      | <u>FY 2021</u>      | <u>TOTALS</u>       |
|-----------------|-------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 1               | Computer Software Licenses    | \$130,000.00        | \$130,000.00        | \$130,000.00        | \$130,000.00        | \$130,000.00        | \$650,000.00        |
| 2               | Online Software Subscriptions | \$25,000.00         | \$25,000.00         | \$25,000.00         | \$25,000.00         | \$25,000.00         | \$125,000.00        |
|                 | <b>Software Totals</b>        | <b>\$155,000.00</b> | <b>\$155,000.00</b> | <b>\$155,000.00</b> | <b>\$155,000.00</b> | <b>\$155,000.00</b> | <b>\$775,000.00</b> |

### Other Technology Resources

| <u>Activity</u> | <u>Description</u>                       | <u>FY 2017</u>      | <u>FY 2018</u>      | <u>FY 2019</u>      | <u>FY 2020</u>      | <u>FY 2021</u>      | <u>TOTALS</u>         |
|-----------------|--|---------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|
| 1               | Computer Replacements                    | \$0.00              | \$100,000.00        | \$150,000.00        | \$150,000.00        | \$150,000.00        | \$550,000.00          |
| 2               | Other Technology Needs and Computers     | \$130,000.00        | \$115,000.00        | \$115,000.00        | \$115,000.00        | \$115,000.00        | \$590,000.00          |
| 3               | Computer Display Units & Video Equipment | \$0.00              | \$15,000.00         | \$15,000.00         | \$15,000.00         | \$15,000.00         | \$60,000.00           |
|                 | <b>Other Tech Resources Totals</b>       | <b>\$130,000.00</b> | <b>\$230,000.00</b> | <b>\$280,000.00</b> | <b>\$280,000.00</b> | <b>\$280,000.00</b> | <b>\$1,200,000.00</b> |
|                 | <b>Totals</b>                            | <b>\$345,000.00</b> | <b>\$450,000.00</b> | <b>\$515,000.00</b> | <b>\$515,000.00</b> | <b>\$515,000.00</b> | <b>\$2,340,000.00</b> |

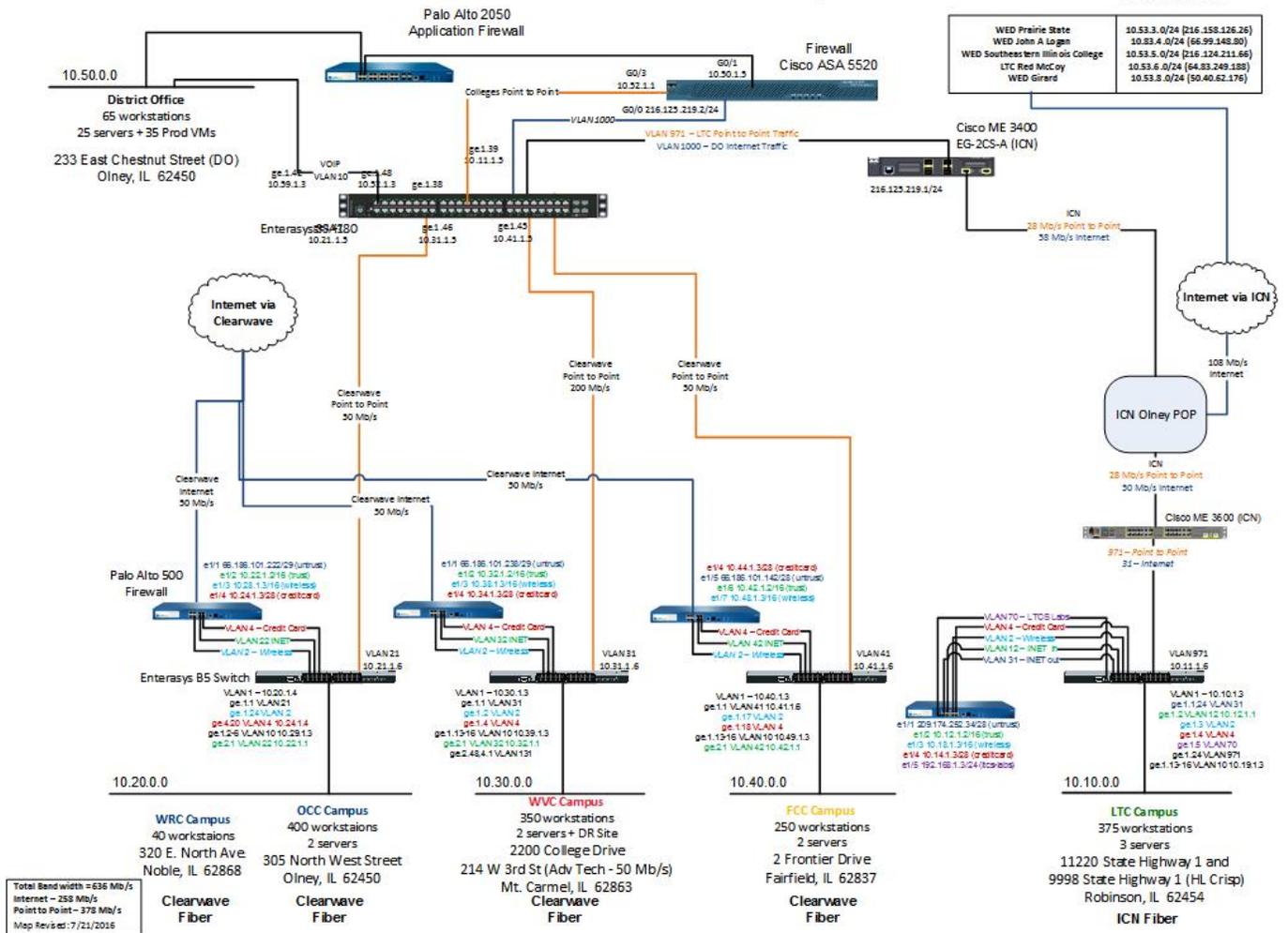
## Appendix B – Server List

| <u>Server Name</u> | <u>Description</u>                                 | <u>Initial Implementation Date</u> | <u>Estimated Purchase Date</u> | <u>Approx. Cost</u> |
|--------------------|--|------------------------------------|--------------------------------|---------------------|
| SAN                | Storage - SAN                                      |                                    | FY2017                         | \$20,000.00         |
| ESXi1              | Virtual Infrastructure Servers/VMWare              | July 1, 2011                       | FY2018                         | \$7,500.00          |
| ESXi2              | Virtual Infrastructure Servers/VMWare              | July 1, 2011                       | FY2018                         | \$7,500.00          |
| DSDO               | Active Directory Server                            | July 1, 2011                       | FY2018                         | \$5,000.00          |
| DSWVC              | Active Directory Server                            | July 1, 2011                       | FY2018                         | \$5,000.00          |
| SAN                | Storage - SAN                                      |                                    | FY2019                         | \$40,000.00         |
| ESXi3              | Virtual Infrastructure Servers/VMWare              | January 1, 2013                    | FY2020                         | \$20,000.00         |
| ESXi4              | Virtual Infrastructure Servers/VMWare and licenses |                                    | FY2020                         | \$20,000.00         |
| VDI                | Virtual Desktop Servers                            |                                    | FY2021                         | \$40,000.00         |

**TOTALS:**

|        |             |
|--------|-------------|
| FY2017 | \$20,000.00 |
| FY2018 | \$25,000.00 |
| FY2019 | \$40,000.00 |
| FY2020 | \$40,000.00 |
| FY2021 | \$40,000.00 |

# IECC WAN MAP with ICN Changes



**Agenda Item #8B**

**FY2017 Tentative Budget**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 16, 2016  
RE: FY2017 Tentative Budget

Prior Board action required that the tentative budget be made available to the public by August 10<sup>th</sup> and mailed to the Board of Trustees. The District complied with this requirement and the tentative budget will remain available for public inspection through the scheduled September 20<sup>th</sup> Budget Hearing and Board meeting. Publication of the budget's availability and notice of the Public Hearing on the Budget was made in district newspapers.

The fiscal year 2017 tentative budget was sent to the Board of Trustees under separate cover. The tentative budget document represents the current and best judgment of the district administration relative to anticipated revenues for fiscal year 2017. It was based on information available at the time of publication. If new information becomes available, changes will be made to the final budget and those changes will be reviewed with the Board on September 20<sup>th</sup> prior to approval of a final budget.

As required by law, a Public Hearing on the Budget will be held on September 20, 2016 and following the hearing, a final budget will be presented to the Board for its approval.

I ask the Board of Trustees' approval of the tentative budget as presented.

TLB/akb

**Agenda Item #8C**

**Employee Health and Dental Insurance**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 16, 2016  
RE: Employee Health & Dental Insurance

The District's health and dental insurance plan is provided under an annual calendar year contract. At the January 1, 2016 renewal, the District experienced a 15.3% rate increase for health insurance. On January 1, 2017, the District anticipates a 12-13% rate increase for health insurance.

In 2009, the Board approved the offering of a qualified high deductible plan and since that time the District has experienced moderate rate increases until the 2016 renewal. In an attempt to manage health insurance rate increases, the District has been working with Arthur J. Gallagher, a nationally known insurance consulting firm. In addition, a Health Insurance Committee representing all colleges and employee classifications was formed in February 2016 to review recommendations for health insurance changes.

After an extensive review of claims and past history of coverages, the committee and Gallagher found that in many instances employees are over insured and would benefit from having more choices available for their health insurance needs. The Committee and Gallagher is recommending that the District allow its employees to go to a Market Place to purchase insurance. This Market Place would be set up strictly for IECC employees to go to and purchase health, dental and other choices specifically tailored to IECC employees.

Employees currently have only the options for a \$250 deductible plan and a \$1,500 deductible plan. The Market Place recommendation would be to add a \$2,500 deductible plan and a \$5,000 deductible plan option.

Under the Market Place concept, the District would put an amount in each employee's insurance account that is equal to the current year (calendar year 2016) premium for both health and dental insurance, and then the employee would use that amount to purchase products that meet his or her needs.

The District would continue to offer insurance through the Blue Cross Blue Shield of Illinois plan, but the plans would be offered through the new Market Place set up specifically for IECC employees. In addition, the District would continue to offer an HSA for those employees who elect a qualified high deductible plan.

Under the attached contracts, the District would retain Arthur J. Gallagher to create the IECC Market Place to give employees more choices for health and dental insurance, and help control the escalating cost of health insurance premiums for the District and employee paid premiums. The cost of Gallagher establishing the Market Place would be \$5000 plus \$9.99 per employee per month. The first cost the district would pay. The latter cost would be included in the premium.

I ask the Board's approval of the attached contracts to allow Arthur J. Gallagher to proceed with building the IECC Market Place.

TLB/rs

## GALLAGHER MARKETPLACE AGREEMENT

This Gallagher Marketplace Agreement (this “Agreement”) is made by and between Gallagher Benefit Services, Inc., a Delaware corporation (“Gallagher”), and Illinois Eastern Community Colleges (IECC) (“Client”).

Client has appointed Gallagher as Broker of Record (BOR) for employee benefits and wishes to enter into a contractual relationship with Gallagher to utilize the Gallagher Marketplace, a web-based private exchange that is the proprietary property of Gallagher, with the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a contractual relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, Client and Gallagher agree as follows:

### 1. Engagement

Client has appointed Gallagher as BOR effective 2/17/2016 and has requested that Gallagher provide access to and support for the Gallagher Marketplace as stated in this Agreement and Gallagher accepts this engagement. Client has also entered into a client services agreement with Liazon to provide technical and operational support for the Gallagher Marketplace. During the time that Gallagher is performing services for Client under this Agreement, and for all purposes outlined in this document, Gallagher’s status will be that of an independent contractor of the Client.

### 2. Initial Term and Renewal Terms

The Effective Date of this Agreement is 8/21/2016. Gallagher’s engagement under this Agreement will begin as of the Effective Date and will remain in effect for 3 year(s) from the Effective Date. Upon expiration of the Initial Term or any Renewal Term (as defined below), the term of this Agreement shall automatically renew for additional, consecutive, 1 year terms (each, a “Renewal Term”) unless either party elects not to renew by giving at least ninety (90) days written notice of its intent to terminate before the end of the then-current term. The Initial Term and any Renewal Terms are referred to collectively as the “Term.”

### 3. Services

Gallagher will provide Client access and support to the Gallagher Marketplace, provide communication consulting and support to create employee understanding of the Gallagher Marketplace and consult with its employees, representatives, agents and contractors as to such matters as more fully described in Exhibit A attached to this Agreement and incorporated herein. If Client wishes to have Gallagher provide any additional services (“Additional Services”) in connection with the Gallagher Marketplace, such Additional Services shall be set forth in a separate, mutually agreed upon, and executed statement of work (each a “SOW”) between Gallagher and Client.

#### 4. Compensation

Subject to any changes as may be mutually agreed by the parties, Gallagher will receive, as compensation for its services under this Agreement, administrative fees in the amount of \$3.00 per enrolled employee per month (PEPM).

For additional information regarding Gallagher compensation, please see our revenue disclosure policy and schedule set forth in Exhibit B.

#### 5. Service Guarantee

Gallagher guarantees Client satisfaction for services and support provided by this Agreement. Client will provide a quarterly satisfaction rating of Gallagher's service and support (See Exhibit C). If Client rates Gallagher as unsatisfactory, defined as below or significantly below expectations, Gallagher will have ninety (90) calendar days to improve performance. If Client rates Gallagher's performance unsatisfactory for two consecutive quarters, at Client's discretion Client may either:

- (a) Terminate the Agreement without penalty.
- (b) Continue the Agreement with Gallagher waiving 50% of the ongoing administrative fees paid by Client under this Agreement until such time as Client no longer rates Gallagher's performance as unsatisfactory.

#### 6. Termination for Material Breach

Notwithstanding the foregoing remedy for addressing Client satisfaction for services and support provided by this Agreement, Either Party may terminate this Agreement if the other Party breaches or is in default of any material obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of written notice of such default or such additional cure period as the non-defaulting Party may authorize in writing.

- (a) Client may terminate this Agreement without penalty if Gallagher commits a material breach.
- (b) Gallagher may terminate this Agreement if Client commits a material breach. Upon termination of this Agreement by Gallagher as a result of Client's material breach, three (3) months of administrative fees plus any unpaid amortized set-up fees will be immediately due and payable by Client to Gallagher. A material breach by Client includes, but is not limited to:

- (i) Termination of appointment of Gallagher as Client's employee benefits BOR.
- (ii) Non-payment of all premiums for insurance Gallagher placed on Client's behalf.
- (iii) Non-payment of administrative fees due Gallagher by Client under the terms of this agreement.

## 7. Confidentiality

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement (“Confidential Information”). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher’s reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

(b) HIPAA Privacy. In addition to Section 7(a) above, Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party’s prior consent.

## 8. Indemnification Rights and Limitation of Liability

(a) Indemnification. Each party (“Indemnifying Party”) will promptly defend, indemnify and hold the other party (“Indemnified Party”) harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the Indemnified Party may incur as a result of any violation by the Indemnifying Party of any law, or any loss or expense to the Indemnified Party caused by the misrepresentation, negligent act or omission, or any breach of any of the Indemnifying Party’s obligations under this Agreement.

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

## 9. Notices

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client:  
Illinois Eastern Community Colleges

Attention:  
Roger Browning  
233 East Chestnut Street  
Olney, IL 62450-2298

If to Gallagher:  
Gallagher Benefit Services, Inc.

Attention:  
Dave Torri  
Two Pierce Place  
Itasca, IL 60143

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

#### 10. Miscellaneous

(a) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by Client.

(b) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided, that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(c) No Practice of Law. Gallagher will not be obligated to perform, and Client will not request performance of, any services which may constitute unauthorized practice of law. Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that Client has foreign operations, any applicable foreign laws and regulations.

(d) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(e) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties.

(f) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Illinois without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(g) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(h) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

[The remainder of this page intentionally left blank.  
The parties' signatures appear on the following page.]

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

ILLINOIS EASTERN COMMUNITY COLLEGES

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

Name:

G. Andrew Fischer

Title:

Board Chairman

Date:

August 16, 2016

GALLAGHER BENEFIT SERVICES, INC.

By:

Name:

Title:

Date:

**Gallagher Marketplace Agreement**

This Gallagher Marketplace Agreement (this “Agreement”) is made effective as of the date set forth below (the “Effective Date”) between Liazon Benefits, Inc. at 737 Main Street, Suite 200, Buffalo, NY 14203 (“Liazon”) and ILLINOIS EASTERN COMMUNITY COLLEGES, at 233 EAST CHESTNUT STREET, OLNEY, IL 62450-2298 (“Illinois Eastern Community Colleges”) (each, a “Party,” and together, the “Parties”). This Agreement consists of the following documents: (i) the Business Terms set forth below (the “Business Terms”), (ii) the attached Terms and Conditions (the “Terms and Conditions”), and (iii) any subsequent written addenda or amendments to any of the foregoing that are signed by both Parties.

**BUSINESS TERMS**

Liazon operates the Gallagher Marketplace, a web-based private benefits exchange platform that is based upon the technology of Liazon’s Bright Choices® Exchange and that operates like an online store in which a company’s employees can use the funds provided to them by the company to purchase a personalized benefits portfolio that matches their needs.

The Parties wish to make the various benefits products and services on the Gallagher Marketplace available to Illinois Eastern Community Colleges’s employees on the terms and conditions set forth in this Agreement.

|   |  |
|---|--|
| <b>Effective Date:</b>                                    | [1/1/17].  |
| <b>Liazon Services:</b>                                   | <p>Liazon will provide to Illinois Eastern Community Colleges certain services to support the development, implementation, and ongoing administration of the Gallagher Marketplace. Liazon will undertake the following services on a commercially reasonable basis in this regard:</p> <ol style="list-style-type: none"> <li>1) provide Illinois Eastern Community Colleges and its insurance broker with support in selecting benefit plans and develop contribution strategies for Illinois Eastern Community Colleges employees,</li> <li>2) develop and help implement a communication and educational strategy for Illinois Eastern Community Colleges employees regarding benefit plans,</li> <li>3) provide information to Illinois Eastern Community Colleges on how to use the Gallagher Marketplace correctly and on benefit options available, and manage enrollment, eligibility, and carrier data transmission, and</li> <li>4) prepare and provide to Illinois Eastern Community Colleges standard reports on statements of fees which will sometimes include premium invoices on behalf of insurance carriers.</li> </ol> |
| <b>Illinois Eastern Community Colleges’s Obligations:</b> | <p>Illinois Eastern Community Colleges agrees to provide, within a commercially reasonable period of time after the Effective Date, all information necessary for the operation and administration of the Gallagher Marketplace, as may be reasonably requested by Liazon. Such information shall include, but not be limited to, information on all benefits-eligible employees of Illinois Eastern Community Colleges, including new hires and terminations.</p> <p>Illinois Eastern Community Colleges shall be responsible for distributing to its employees all education, information, and forms necessary for enrollment and continued eligibility under the Gallagher Marketplace within a commercially reasonable period of time before coverage begins. Illinois Eastern Community Colleges shall also be responsible for providing educational, enrollment, and other related material to its employees, and will take commercially reasonable efforts to do so.</p>  |

|                                  |  |
|----------------------------------|--|
| <b>Invoices/Payment of Fees:</b> | <p>Illinois Eastern Community Colleges will pay Liazon the applicable fees set forth in the Fee Schedule herein. Illinois Eastern Community Colleges shall make such payments to Liazon by either check or electronic funds transfer (EFT) within twenty five (25) days from Illinois Eastern Community Colleges's receipt of the applicable invoice from Liazon ("<u>Invoice Receipt Date</u>").</p> <p>Illinois Eastern Community Colleges acknowledges and agrees that after forty five (45) days from the Invoice Receipt Date, Illinois Eastern Community Colleges waives the right to dispute any invoice or the fees therein.</p> |
|----------------------------------|--|

**Fee Schedule:**

1) One-time fee for basic implementation (the "Basic Implementation") of the Gallagher Exchange (the "Implementation Fee"): \$0

2) Additional implementation services beyond the Basic Implementation may be provided by Liazon for \$200.00 per hour, on top of the Implementation Fee. In the event this is applicable, such custom expenses shall be mutually agreed upon and negotiated between the parties.

3) Monthly administrative fees per enrolled employee per month ("PEPM"): \$6.00 PEPM

4) The optional services bulleted below may be provided for the fees set forth below (the "Optional Services Fees"). Illinois Eastern Community Colleges will not be charged for the Optional Services Fees without its prior approval.

- Section 125 plan setup fees: \$500.00 per year, if applicable.
- Fees for FSA administration services (includes Section 125 setup) through WageWorks (the "FSA Services") Illinois Eastern Community Colleges will need to sign a separate contract with WageWorks in order to receive the FSA Services. HRA administration services are available upon request.
  - \$500.00 setup fee.
  - \$300.00 per year for compliance (includes non-discrimination testing)
  - \$5.00 per participant per month for medical, dependent care, and transit accounts.
- HSA administration fees: \$3.95 per participant per month, only if Illinois Eastern Community Colleges uses WageWorks or HealthEquity. HealthEquity fees only are waived for Aetna small group subscribers. Additional miscellaneous service fees may apply (e.g. for replacement debit cards, overdraft, etc.)
- Benefits Continuation Administration (COBRA) fees: \$1.00 PEPM for basic COBRA administration (the "Cobra Services") through Liazon's preferred partner, WageWorks. Additional fees may apply for current continuee conversion (\$20.00 per continuee), HIPAA certificate administration, and special handling (e.g. registered mail). Illinois Eastern Community Colleges will need to sign a separate contract with WageWorks in order to receive Cobra Services. For the avoidance of doubt, Liazon does not provide state continuation service.
- Payroll reporting fees: Liazon will provide Illinois Eastern Community Colleges with standard payroll reports free-of-charge, but Illinois Eastern Community Colleges must pay a \$5,000.00 one-time setup fee for Liazon to develop and implement an automated payroll data exchange.
- Paper statement fees: Although Liazon will provide to Illinois Eastern Community Colleges reports for non-medical coverage through paper-free billing free-of-charge, paper statements may be provided for \$5.00 per month. Medical insurance will be billed directly through the insurance company unless otherwise noted. FSAs will be billed directly through the FSA carrier.

|                              |  |
|------------------------------|--|
| <b>Fee Adjustment(s):</b>    | The above Fee Schedule will remain in place for the Initial Term (as defined in the Terms and Conditions); thereafter, the Fee Schedule will be subject to review and potential adjustment(s). |
| <b>Terms and Conditions:</b> | The Parties agree to the Terms and Conditions attached as <u>Schedule A</u> to this Agreement.   |

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement effective as of the Effective Date.

**LIAZON BENEFITS, INC.**

**[ILLINOIS EASTERN COMMUNITY COLLEGES]**



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

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

**Name:** Ashok Subramanian

**Name:**

**Title:** CEO and Co-Founder

**Title:**

## SCHEDULE A

### **Gallagher Marketplace Agreement TERMS AND CONDITIONS**

These Gallagher Marketplace Agreement Terms and Conditions (these “Terms and Conditions”) set forth the terms and conditions pursuant to which Liazon will provide to Illinois Eastern Community Colleges the Gallagher Marketplace. References to the “Agreement” herein mean these Terms and Conditions and the Business Terms to which these Terms and Conditions are attached.

**1. THE GALLAGHER MARKETPLACE.** Subject to the terms and conditions set forth in this Agreement, Liazon will provide Illinois Eastern Community Colleges with the Gallagher Marketplace, a web-based private benefits exchange platform that is based upon the technology of Liazon’s Bright Choices® Exchange and that operates like an online store in which a company’s employees can use the funds provided to them by the company to purchase a personalized benefits portfolio that matches their needs. If Illinois Eastern Community Colleges wishes to have Liazon provide any additional professional services (“Professional Services”) in connection with the Gallagher Marketplace, such Professional Services shall be set forth in a separate, mutually agreed upon, and executed statement of work (each a “SOW”) between Liazon and Illinois Eastern Community Colleges.

**2. LICENSE.** Solely to the extent necessary to utilize the Gallagher Marketplace during the term of this Agreement and in accordance with this Agreement, Liazon grants Illinois Eastern Community Colleges a limited, non-exclusive, non-transferable, and non-sublicensable worldwide license to access and use the Gallagher Marketplace, in object code form only, remotely over the Internet via the website provided for the Gallagher Marketplace (the “Website”) solely for Illinois Eastern Community Colleges’s internal business use (all of the foregoing rights, collectively, the “License”).

**3. RESTRICTIONS ON USE.** Illinois Eastern Community Colleges shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its “Representatives”) not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Gallagher Marketplace; (b) decompiling, reverse engineering, attempting to derive the source code of, or disassembling the Gallagher Marketplace, (c) distributing or disclosing the Gallagher Marketplace to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Gallagher Marketplace; (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Gallagher Marketplace; (f) interfering or attempting to interrupt the proper operation of the Website or the Gallagher Marketplace, including through the use of any harmful code, device, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Website or the Gallagher Marketplace through hacking, data mining; or any other means; (g) using automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Website or the Gallagher Marketplace, except for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with our robots.txt file; or (h) taking any action that imposes or may impose (in Liazon’ sole discretion) an unreasonable or disproportionately large load on Liazon’ technical infrastructure. Moreover, Illinois Eastern Community Colleges acknowledges and agrees that if Illinois Eastern Community Colleges terminates Arthur J. Gallagher & Co. as its broker of record, the License shall immediately terminate and Illinois Eastern Community Colleges must immediately cease access to and/or use of the Gallagher Marketplace.

#### **4. ACCOUNTS AND PRIVACY.**

**4.1 Creating User Accounts.** In order to access and use the Gallagher Marketplace, users of the Gallagher Marketplace authorized by Illinois Eastern Community Colleges (each, an “Enrolled Employee”) must create accounts (each, an “Account”) with Liazon, which may entail the creation of unique usernames (each, a “Username”), passwords (each, a “Password”), and perhaps certain additional information that will assist in authenticating Enrolled Employees’ identities when they log into the Gallagher Marketplace in the future (the “Unique Identifiers”). Liazon will not be responsible for ensuring that each Enrolled Employee provides true, accurate, current, and complete information to create their Accounts. If any Enrolled Employee provides any information that is materially untrue or inaccurate or if Liazon has reasonable grounds to suspect that such information is materially untrue or inaccurate, Liazon may suspend or terminate the applicable Enrolled Employee’s Account.

4.2 Confidentiality of Access Credentials. Enrolled Employees' Usernames and corresponding Passwords can be used by only the applicable Enrolled Employee. Liazon will not be responsible for the confidentiality and use of Usernames, Passwords, and Unique Identifiers, as well as for any use or misuse using one or more of them. Illinois Eastern Community Colleges will promptly inform Liazon of any need to deactivate a Password or Username, or change any Unique Identifier. Liazon will not be liable for any loss or damage caused by any unauthorized use of any Accounts.

4.3 Privacy Policy for the Gallagher Marketplace. The terms and conditions set forth in Liazon's privacy policy (the "Privacy Policy"), which is available at <http://www.liazon.com/privacy-policy/>, are hereby incorporated by reference and form a part of this Agreement. Illinois Eastern Community Colleges acknowledges and agrees that Liazon may update the Privacy Policy from time to time.

## **5. LIAZON RESPONSIBILITIES.**

5.1 Hosting. During the Term, Liazon shall host the Website and the Gallagher Marketplace. Except for scheduled and emergency maintenance, Liazon will use commercially reasonable efforts to ensure that the Website and the Gallagher Marketplace are available twenty-four (24) hours a day, seven (7) days a week, but does not represent or warrant that there will be no interruptions in service. Illinois Eastern Community Colleges hereby acknowledges and agrees that it may experience occasional temporary interruption of service.

5.2 Data Security. Liazon shall maintain commercially reasonable security measures that are intended to protect against the loss, misuse or destruction of Illinois Eastern Community Colleges's data on the Gallagher Marketplace. Illinois Eastern Community Colleges acknowledges and agrees that neither Liazon nor any other entity could provide a complete guarantee that the security measures taken will not be circumvented or compromised, or that Illinois Eastern Community Colleges's data will remain secure under any and all circumstances.

## **6. ILLINOIS EASTERN COMMUNITY COLLEGES RESPONSIBILITIES.**

6.1 Access. Illinois Eastern Community Colleges is solely responsible, at its sole cost and expense, for procuring all necessary hardware, software, equipment, and services necessary for it to access the Internet and to access and use the Gallagher Marketplace via the Website, including, without limitation, the services of an Internet service provider.

6.2 Illinois Eastern Community Colleges Employees. Illinois Eastern Community Colleges is solely responsible for ensuring and documenting (and maintaining said documentation) that Enrolled Employees have agreed to terms that are no less protective of Liazon than the terms set forth in this Agreement before they are permitted to access and use the Gallagher Marketplace.

7. **PUBLICITY.** Subject to the terms and conditions of this Agreement, Illinois Eastern Community Colleges hereby grants to Liazon during the Term a non-exclusive, worldwide, royalty-free license to use Illinois Eastern Community Colleges's trade names, trademarks, service marks, and logos in any and all media now known or hereafter devised in connection with the marketing and promotion of the Gallagher Marketplace, the Website, and/or Liazon.

8. **FEES & PAYMENT TERMS.** Illinois Eastern Community Colleges will pay Liazon the Fees as stated in the Business Terms. Thirty (30) days after Illinois Eastern Community Colleges's receipt of an invoice from Liazon, amounts due by Illinois Eastern Community Colleges but unpaid to Liazon shall accrue interest at the rate of one and one-half percent (1-1/2%) per month. Failure to make timely payment shall give Liazon the right to terminate Illinois Eastern Community Colleges's access to the Gallagher Marketplace and the Agreement without notice. All amounts stated in the Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. All fees are nonrefundable, and all payments of fees are final. Illinois Eastern Community Colleges will pay any sales, use or other tax related to the Gallagher Marketplace, exclusive of taxes on Liazon's income.

9. **THE INITIAL TERM AND RENEWALS.** The initial term of this Agreement begins on the Effective Date and shall end x year(s) thereafter (the "Initial Term"). Upon expiration of the Initial Term or any Renewal Term (as defined below), the term of this Agreement shall automatically renew for additional, consecutive, x year terms (each, a "Renewal Term") unless either party elects not to renew by giving not less than ninety (90) days' written notice before the end of the then-current term. The Initial Term and any Renewal Terms are referred to collectively as the "Term." The Term may be terminated as provided in this Agreement.

## **10. TERMINATION.**

10.1 Termination for Breach. Either Party may terminate this Agreement if the other Party breaches or is in default of any material obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of written notice of such default or such additional cure period as the non-defaulting Party may authorize in writing.

10.2 Termination Without Notice. This Agreement, and any or all SOWs hereunder, as applicable, are terminable immediately without notice by a Party if the other Party: (i) voluntarily institutes insolvency, receivership, or bankruptcy proceedings; (ii) is involuntarily made subject to any bankruptcy or insolvency proceeding and such proceeding is not dismissed within sixty (60) days of the filing of such proceeding; (iii) makes an assignment for the benefit of creditors; or (iv) undergoes any dissolution or cessation of business.

**11. EFFECT OF TERMINATION OR EXPIRATION.** Upon any termination or expiration of this Agreement: (i) each Party shall promptly return to the other Party, or, if requested by the other Party, destroy all copies of the other Party's Confidential Information (as defined herein) in its possession or control; (ii) all licenses granted hereunder shall automatically and immediately terminate; (iii) Illinois Eastern Community Colleges's right to use the Gallagher Marketplace shall end immediately, and Illinois Eastern Community Colleges shall immediately cease and cause Enrolled Employees to cease any use of the Gallagher Marketplace. The following provisions shall survive any termination or expiration of this Agreement: Section 3 ("Restrictions on Use"), Section 10 ("Termination"), this Section 11 ("Effect of Termination or Expiration"), Section 12 ("Intellectual Property Rights"), Section 13.2 ("Warranty Disclaimer"), Section 14 ("Indemnification"), Section 15 ("Limitation of Liability"), Section 16 ("Confidentiality"), and Section 17 ("Miscellaneous").

## **12. INTELLECTUAL PROPERTY RIGHTS.**

12.1 "Intellectual Property" or "Intellectual Property Rights" means all inventions and/or works and any and all rights under U.S. and/or foreign patents, trade secrets, know-how, copyrights, and other industrial or intangible property rights of a similar nature; all rights pursuant to grants and/or registrations worldwide in connection with the foregoing and all other rights with respect thereto; all rights under applications for any such grant or registration, all rights of priority under international conventions to make such applications and the right to control their prosecution, and all rights under amendments, continuations, divisions and continuations-in-part of such applications; and all rights under corrections, reissues, patents of addition, extensions and renewals of any such grant, registration and/or right.

12.2 As between Liazon and Illinois Eastern Community Colleges, Liazon owns all right, title, and interest in and to: (i) its pre-existing Intellectual Property, (ii) the Gallagher Marketplace and the Website, including, without limitation, all source code, object code, operating instructions, and interfaces developed for or relating to the same, and (iii) all modifications, enhancements, revisions, changes, copies, partial copies, translations, compilations, improvements, and derivative works of the foregoing, and all Intellectual Property Rights therein (the "Liazon Intellectual Property").

12.3 No Intellectual Property Rights of any kind are assigned or transferred to Illinois Eastern Community Colleges under this Agreement. Illinois Eastern Community Colleges's limited License with respect to the Gallagher Marketplace and any other materials provided hereunder is only as expressly set forth in this Agreement. Illinois Eastern Community Colleges shall have no right to use the Gallagher Marketplace for any purpose other than as set forth herein. Illinois Eastern Community Colleges shall not challenge, or assist any person or entity in challenging, Liazon's right, title, and interest in the Gallagher Marketplace.

## **13. REPRESENTATIONS AND WARRANTIES.**

13.1 Mutual Representations and Warranties. Each Party represents and warrants that as of the Effective Date and at all times thereafter: (i) this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement; (ii) the execution and delivery of this Agreement by it and the performance of its obligations hereunder will not conflict with or violate in any material manner, any applicable federal, state, or local laws or regulations; and (iii) the execution and delivery of this Agreement by it and the performance of its obligations hereunder are not in violation or breach of, and will not conflict with or constitute a default under, any contract, agreement, or commitment binding upon it, including, without limitation, any non-disclosure, confidentiality, non-competition, or other similar agreement.

13.2 WARRANTY DISCLAIMER. Liazon cannot guarantee that the Website or the Gallagher Marketplace will be available at all times, or that every error in the Website or the Gallagher Marketplace or problem raised by Illinois Eastern Community Colleges will be resolved. EXCEPT AS EXPRESSLY SET FORTH ABOVE IN SECTION 13.1, THE GALLAGHER MARKETPLACE, THE WEBSITE, THEIR COMPONENTS, AND ANY UPDATES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” EXCEPT AS EXPRESSLY SET FORTH IN SECTION 13.1, NEITHER PARTY MAKES ANY WARRANTY WITH RESPECT TO THE LIAZON INTELLECTUAL PROPERTY OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. To the extent that a Party may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

#### **14. INDEMNIFICATION.**

14.1 By Illinois Eastern Community Colleges. Illinois Eastern Community Colleges shall defend, indemnify, and hold harmless Liazon, its affiliates, and its and their respective officers, directors, and employees from and against any and all damages, costs, and expenses, including reasonable attorneys’ fees (collectively, “Losses”) in connection with any third party claim, suit, or proceeding to the extent based upon or arising from: (i) Illinois Eastern Community Colleges’s material breach of this Agreement; and (ii) Illinois Eastern Community Colleges’s gross negligence or willful misconduct.

14.2 By Liazon. Liazon shall defend, indemnify, and hold harmless Illinois Eastern Community Colleges, its affiliates, and its and their respective officers, directors, and employees from and against any and all Losses in connection with any third party claim, suit, or proceeding to the extent based upon or arising from: (i) Liazon’s material breach of this Agreement; (ii) an allegation that the Gallagher Marketplace infringes any United States Intellectual Property Rights of a third party, to the extent such claim, suit, or proceeding does not in whole or in part arise from Illinois Eastern Community Colleges’s modification of, addition to, or use of the Gallagher Marketplace not expressly authorized by this Agreement; and (iii) Liazon’s gross negligence or willful misconduct.

14.3 Procedure. The indemnified Party shall promptly notify the indemnifying Party in writing of any claim, suit, or proceeding for which the indemnifying Party may have obligations under this Section 14; provided, however, that any failure of the indemnified Party to provide prompt written notice pursuant to this Section 14 shall excuse the indemnifying Party only to the extent that it is prejudiced thereby. The indemnified Party shall reasonably cooperate with the indemnifying Party, at the indemnifying Party’s expense, with regard to the defense of any claim, proceeding, suit, or threatened suit. The indemnifying Party shall have full control of any such claim, proceeding, or suit and the authority to settle or otherwise dispose of any suit or threatened suit. In no event, however, may the indemnifying Party agree to any settlement of any claim, suit, or proceeding for which it has agreed to provide indemnification under this Agreement if such settlement would impose any liability or obligation upon the indemnified Party, without the indemnified Party’s prior, written consent.

#### **15. LIMITATION OF LIABILITY.**

15.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM EITHER OF THE PARTIES, INCLUDING EITHER PARTIES’ EMPLOYEES, PERSONNEL, OR ANY OTHER THIRD PARTY) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, LOSS OF GOODWILL OR REPUTATION, BREACH OF PRIVACY OR SECURITY) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE APPLICABLE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. EACH PARTY’S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INDEMNITY, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID TO LIAZON BY ILLINOIS EASTERN COMMUNITY COLLEGES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY.

15.2 THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS ON LIABILITY IN THIS SECTION ARE REASONABLE AND THAT THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN LIAZON AND ILLINOIS EASTERN COMMUNITY COLLEGES, AND THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**16. CONFIDENTIALITY.** Any non-public information that one party (the “Receiving Party”) receives from the other party (the “Disclosing Party”) in connection with this Agreement is proprietary and confidential information (“Confidential Information”), including, without limitation, any information that is marked as “confidential” or should be reasonably understood to be confidential or proprietary to the Disclosing Party. The Receiving Party agrees that it will not disclose the Disclosing Party’s Confidential Information to any third party, nor use the Confidential Information for any purpose other than in the performance of its obligations or the exercise of its rights hereunder. The Receiving Party further agrees to use commercially reasonable measures to maintain the confidence of the Disclosing Party’s Confidential Information. The obligations set forth in this Section 16.1 shall not apply to information that the Receiving Party can document is generally available to the public (other than through its breach of this Agreement), was independently developed by the Receiving Party without reference to the Disclosing Party’s information, or was already lawfully in the Receiving Party’s possession at the time of receipt of the information from the Disclosing Party.

## **17. MISCELLANEOUS.**

17.1 Entire Agreement. The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither Party has relied upon any representation, express or implied, not contained in the Agreement.

17.2 Non-Solicitation. During the term of this Agreement and for twelve (12) months thereafter, Illinois Eastern Community Colleges and its affiliates shall not solicit, induce or encourage any employee of Liazon to accept an offer of employment. Should an offer prohibited by the preceding sentence be made and an employee of Liazon be successfully employed by Illinois Eastern Community Colleges or its affiliates, Illinois Eastern Community Colleges shall pay Liazon an amount equal to six (6) months of salary of the enticed employee, at the rate paid by Liazon immediately prior to such employee leaving Liazon’s employment. The restrictions set forth in this Section shall not apply to individuals hired by Illinois Eastern Community Colleges or its affiliates as a result of a general solicitation (such as a newspaper, radio, web or television advertisement) not directed specifically to employees of Liazon, or on the independent recommendation of a third party recruiter.

17.3 Governing Law. The Agreement and any and all disputes arising directly or indirectly from the Agreement shall be governed by the internal, substantive laws of the State of New York, without regard to its conflict of law provisions.

17.4 Exclusive Forum. The parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts located in New York for all suits, actions or proceedings directly or indirectly arising out of or relating to the Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum.

17.4 Waiver. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any Party unless such waiver is in writing signed by an authorized representative of the Party so charged. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

17.5 Modification. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties.

17.6 Severability. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent.

17.7 Force Majeure. Except with respect to failure to pay any amount due under the Agreement, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by an act of God, war, civil disturbance, strike, fire, flood, catastrophic weather condition, earthquake, governmental acts, orders or restrictions, failure of suppliers, Internet or telecommunications failure, computer virus, third party interference or other third party software or hardware that may cause interruptions, delays or other problems or losses, failure or fluctuation in electrical power or other utility services, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing Party.

17.8 Assignment. Illinois Eastern Community Colleges may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of Liazon, which consent Liazon may grant or withhold in its sole and absolute discretion; provided, however, that Illinois Eastern Community Colleges may, upon prior, written notice to Liazon and without the consent of Liazon, assign or otherwise transfer the Agreement to any of Illinois Eastern Community Colleges's affiliates or to an entity with or into which Illinois Eastern Community Colleges is merged or consolidated or to which it sells its stock or all or substantially all of its assets, provided that such affiliate or entity is not a competitor of Liazon. Liazon may freely transfer or assign its rights and obligations under the Agreement, in whole or in part, without the consent of Illinois Eastern Community Colleges. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

17.9 Headings. The section titles herein are for convenience only and have no legal effect.

**AGREEMENT**

This Agreement sets forth the agreed upon terms and conditions surrounding ComPsych Corporation's (hereinafter referred to as "ComPsych") delivery of a GuidanceResources Program (a "Program") to certain employees of [Abstract] (hereinafter referred to as "Client"). The terms and conditions are as follows:

**WHEREAS**, Client offers its employees the opportunity to participate in the Gallagher Marketplace; and

**WHEREAS**, Client employees who register with the Gallagher Marketplace are automatically entitled to receive certain ComPsych services entitled "Advocacy Services" in Client's Gallagher Marketplace Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Term:** The term of this Agreement shall begin upon commencement of Client's Gallagher Marketplace Agreement and shall terminate upon the termination of Client's Gallagher Marketplace Agreement.
- 2. Services:** Services shall include those services described as "Advocacy Services" in Client's Gallagher Marketplace Agreement. Client agrees that ComPsych shall have the right to access Client information maintained by Liazon in order for ComPsych to provide the Advocacy Services.
- 3. Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other party.
- 4. Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Illinois, without regard to its conflict of laws rules.
- 5. Entire Agreement:** This Agreement constitutes the entire Agreement by and between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the parties hereto, all of which are merged herein.

Please sign below to acknowledge Client's acceptance of these terms.

Sincerely,

Dr. Richard A. Chaifetz  
Chairman and CEO

Client

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

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

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

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

**Agenda Item #8D**

**Appointment of Board Vice Chairman**

**Agenda Item #8D**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 16, 2016  
RE: Appointment of Board Vice Chairman

With the death of Trustee Marilyn Wolfe, the office of Vice Chairman of Board of Trustees became vacant.

The Board needs to decide and elect a member of the Board of Trustees to serve in the Office of Vice Chairman.

I ask the Board to take appropriate action to fill the vacant office of Vice Chairman.

TLB/rs

**Agenda Item #8E**

**Safety Deposit Box Resolution**

**Agenda Item #8E**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 16, 2016  
RE: Resolution Concerning Safety Deposit Box

The District has had a safety deposit box at First Financial Bank for over 40 years. The bank has requested a Board Resolution concerning District employees who should have access to the safety deposit box.

I would suggest that the Board, by resolution, appoint the CEO, the Board Treasurer, and the Board Secretary, along with the Board Chairman as individuals who should have access to the safety deposit box. The current individuals approved are Terry L. Bruce and James Lane.

I ask the Board to approve the attached resolution.

TLB/rs

Attachment

**RESOLUTION**

Be it resolved that the Board of Trustees of Illinois Eastern Community College District #529 hereby states that:

WHEREAS the Board takes notice that it is the owner of a safety deposit box at the First Financial Bank, Olney, Illinois; and

WHEREAS the Board is required to approve individuals who would have access to that safety deposit box; and

WHEREAS the Board hereby designates Terry Bruce, Chief Executive Officer, Roger Browning, District Treasurer, Renee Smith, Board Secretary, and Andrew Fischer, Board Chairman as individuals who shall have access to the safety deposit box; and

WHEREAS it is the intent of the Board that successors to these four named offices shall automatically become the successor individual to have access to the safety deposit box; and

THEREFORE, be it resolved by the Board of Trustees.

APPROVED THIS 16<sup>TH</sup> Day of August, 2016.

\_\_\_\_\_  
G. Andrew Fischer, Chairman      Date  
Board of Trustees  
Community College District #529  
Olney, Illinois

ATTEST: \_\_\_\_\_  
Renee Smith, Secretary      Date  
Board of Trustees  
Community College District #529  
Olney, Illinois

**Agenda Item #8F**

**Board of Trustee Election 2017**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 16, 2016  
RE: Dates for Board of Trustee Election

Elections to the Board of Trustees will occur on April 4, 2017, and the Board needs to take official notice of the dates concerning that election.

September 20, 2016, is the first day to circulate nominating petitions. Nominating petitions must be signed by at least 50 voters or 10% of the voters residing within the College District, whichever is less.

December 12 to December 19, 2016, is the period for filing nominating petitions with the local election official.

April 4, 2017, is election of community college trustees at the consolidated election.

May 2, 2017, is the last day for community college Boards to conduct an organizational meeting for the seating of trustees elected at the April 4<sup>th</sup> election.

The IECC Board has two six year terms of Trustees that are expiring. Those seats are currently held by Gary Carter and Brenda Culver. The IECC Board has one six-year term due to the death of Marilyn Wolfe, and the Board filled that vacancy by the appointment of Jan Ridgely. This creates a four-year term for Trustee.

To conduct the election, the Board needs to appoint the Board Secretary as the official election official. The Board has also appointed an assistant election official to act in the absence of the Board Secretary and I would recommend that the Board appoint Christine Cantwell to this position.

I ask the Board's approval of the dates and terms open for election on April 4, 2017 and for the appointment of Board Secretary Renee Smith as the Election Official and the appointment of Christine Cantwell to be the Assistant Election Official.

TLB/rs

**Agenda Item #8G**

**Athletic Training Agreement with Wabash General Hospital - FCC**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 16, 2016  
RE: Athletic Training Agreement with Wabash General Hospital - FCC

Wabash General Hospital (WGH) has requested a renewal of the existing Athletic Training Services Agreement for an additional one-year period to cover academic year 2016-2017.

Frontier Community College has been extremely satisfied with the services provided by WGH under the existing agreement and FCC wishes to extend the agreement.

I ask the Board's approval of this extension of the Athletic Training Services Training Agreement with Wabash General Hospital.

TLB/rs

Attachment

## ATHLETIC TRAINER SERVICES AGREEMENT

THIS ATHLETIC TRAINER SERVICES AGREEMENT (the "Agreement") is made by and between, Wabash General Hospital District, a Hospital District organized pursuant to the Illinois Hospital District Law (70 ILCS 910/1 et seq.) and as an Illinois not for profit, tax exempt corporation located at 1418 College Drive, Mount Carmel, Wabash County, Illinois (the "Hospital") and Frontier Community College located at 2 Frontier Drive, Fairfield, Illinois (the "School") and shall be effective on the 2nd day of July, 2016 (the "Effective Date") (Hospital and School are individually referred to as a "Party" and are collectively referred to as "the Parties").

### Recitals

WHEREAS, Hospital employs or contracts with Illinois licensed athletic trainers ("Athletic Trainer(s)") to provide athletic trainer services ("Services") individually and under the supervision of and in consultation with Illinois licensed physicians including, without limitation, Hospital's employed sports medicine physician and/or School's contracted team physician to schools, students, student athletes and other individuals in need of such Services within Hospital's service area; and,

WHEREAS, the School desires utilize Hospital's Athletic Trainer(s) to provide the Services to be performed for School's students and student athletes at School and/or at School's athletic program practices and sporting events.

NOW THEREFORE, in consideration of the Parties promises, covenants and representations set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

#### I. Hospital Duties and Responsibilities.

- 1.1 Hospital agrees to provide School with an Illinois licensed Athletic Trainer or Athletic Trainers as determined in Hospital's reasonable discretion to perform the Services at such times and places as set

forth in Exhibit A which is attached to and incorporated into the terms and conditions of this Agreement.

II. School Duties and Responsibilities.

2.1 School agrees to provide Hospital and Athletic Trainer (s) which such facilities and personnel as are provided in Exhibit B which is attached to and incorporated into the terms and conditions of this Agreement.

III. Financial Relationship between the Parties.

3.1 The Parties agree that the financial relationship between Hospital and School shall be as set forth in Exhibit C which is attached to and incorporated into the terms and conditions of this Agreement.

IV. Term and Termination.

4.1 Term. The term of this Agreement shall be for one (1) year commencing on the Effective Date and terminating on the 3<sup>rd</sup> day of July, 2017 (the "Initial Term"). This Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party gives notice of termination at least sixty (60) days prior to (a) the end of the Initial Term or (b) prior to any of the (1) year Renewal Terms thereafter.

4.2 Termination. This Agreement may be terminated as follows:

4.2-1 Termination by Agreement. In the event Hospital and School shall mutually agree in writing, this Agreement may be terminated on terms, conditions and dates stipulated in such writing.

4.2-1 Termination without Cause. Each Party shall have the right to terminate this Agreement with without cause by giving the other Party at least 90 days prior written notice.

4.3 Effect of Termination of the Agreement. If this Agreement is terminated pursuant to this Article IV neither Party will be further

obligated to perform under this Agreement, with the exception of (i) obligations which accrued prior to the effective date of the termination and (ii) any obligations or covenants contained in this Agreement which are specifically stated in this Agreement as being extended beyond and surviving the Term of this Agreement.

V. Miscellaneous.

5.1 Non-Exclusive Arrangement. The Parties hereby agree that Hospital's provision of Services to School shall be non-exclusive. Hospital may provide Services to any other entity if such activity does not interfere with Hospital's duties and obligations pursuant to this Agreement.

5.2 Insurance and Indemnification.

5.2.1 Hospital agrees to maintain appropriate insurance coverage with respect to the delivery of Athletic Trainer Services including, without limitation, professional liability insurance coverage.

5.2.2 Hospital offers an Athletic Trainer training class which permits high school students to take a course of study for college credit which trains such students to assist Hospital's Athletic Trainer at School events. School agrees to indemnify, defend and hold Hospital and its employees, agents and representatives including, without limitation, Hospital's Athletic Trainer and Supervising Physician harmless from and against any and all claims, demands, losses damages, costs and expenses including reasonable attorney's fees arising from and related solely to the actions of such Athletic Trainer student assistants participating in Hospital's Athletic Trainer training class.

5.2.3 School agrees to indemnify, defend and hold Hospital and its employees, agents and representatives including, without limitation, Hospital's Athletic Trainer and Supervising Physician harmless from and against any and all claims, demands, losses damages, costs and expenses including reasonable attorney's fees arising from and related solely to any injury to a School student athlete in the event a School representative authorizes such School student athlete to participate in School sports activities against Hospital's Athletic Trainer or Supervising Physician's professional advice.

Further, Hospital shall have the absolute right to immediately terminate this Agreement in the event a School representative authorizes a School student athlete to participate in School sports activities against Hospital's Athletic Trainer or Supervising Physician's professional advice.

- 5.3 Independent Contractor Relationship. In providing Services pursuant to this Agreement, the Parties are acting as independent contractors. No relationship of employer and employee, master and servant, or principal and agent is created between the Parties by this Agreement. Neither Party, nor any of a Party's respective employees or agents shall be entitled to the other Party's employee benefits of any kind.
- 5.4 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties to this Agreement.
- 5.5 Assignment. Assignment of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other Party.

- 5.6 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local statutes, ordinances, rules, regulations, licensure requirements, and accreditation standards in the performance of the Parties' duties and obligations under this Agreement.
- 5.7 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and constitutes the entire Agreement between the Parties. Neither Hospital nor School shall be entitled to other benefits than those herein specifically enumerated.
- 5.8 Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each executed version will then be deemed to be an original version of this Agreement, and all of the executed versions will be deemed to constitute the same document. Signatures provided by facsimile and PDF (portable document format) shall be binding as original signatures.
- 5.9 Governing Law. This Agreement will be construed, interpreted, enforced and governed, in all respects, by and under the law of the State of Illinois. Exclusive venue for any dispute between the Parties related to the terms and conditions of this Agreement shall be in the Circuit Court of Wabash County, Illinois.
- 5.10 Notices. Notices or communications herein required or permitted shall be given the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

HOSPITAL

Attn: J.J. Purvis

President/CEO

SCHOOL

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

\_\_\_\_\_

1418 W. College Drive

\_\_\_\_\_

Mt. Carmel, IL 62863

\_\_\_\_\_

With a Copy to:

With a Copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5.11 Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to a judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

5.12 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

5.13 No Third-Party Beneficiaries. This Agreement is not intended to benefit any person or entity other than the Parties.

5.14 Incorporation by Reference; Recitals and Exhibits. The Agreement's Recitals and Exhibits are incorporated by reference into and made of a part of this Agreement.

VI. Execution

IN WITNESS WHEREOF, the duly authorized officers and representatives of the Hospital and School have executed this Agreement below.

HOSPITAL

SCHOOL

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

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

Printed: J.J. Purvis

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

Title: President/CEO

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

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

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

## **EXHIBIT A**

### HOSPITAL DUTIES AND RESPONSIBILITIES

1. Hospital's Athletic Trainer will be available to provide Services to the School on a regularly scheduled basis as agreed to by the Parties.
2. Hospital's Athletic Trainer's shall be licensed pursuant to the Illinois Athletic Trainers Practice Act (225 ILCS 5/1 et seq.) and shall provide Services to School upon direction of a team physician or consultation physician which include, without limitation, those duties described 225 ILCS 5/3 (4) A—J.
3. Hospital's Athletic Trainer will be responsible for opening, closing and supervising School's athletic training facility while providing Services at that location. Hospital's Athletic Trainer will also advise the School as to supply inventory status, requisitioning of supplies, and facility management generally.
4. Hospital's Athletic Trainer will keep accurate records of all athletic injuries reported by School students as occurring during school athletic events and all rehabilitation procedures administered. The Athletic Trainer will also prepare reports on all athletic injuries sustained by School students during School events for the nursing and athletic offices as may be requested.
5. Hospital's Athletic Trainer acting in cooperation with School's Athletic Director and staff will develop and distribute to Athletic Director, Nurse, and coaches the following information: location of emergency phone and phone numbers.
6. Hospital's Athletic Trainer will inspect and take inventory of all the School medical kits prior to the beginning of each season.
7. Hospital's Athletic Trainer will provide coordination between injured student athletes, the School coaching staff, and team or family physician.

8. Hospital's Athletic Trainer will report directly to School's Athletic Director and the Athletic Director's designee when on site. Notwithstanding the foregoing, the Athletic Trainer will report directly to the supervising physician concerning student athlete clinical issues and treatment.
9. Hospital's Athletic Trainer may be requested to speak for educational programs in the School.
10. Hospital's Athletic Trainer shall notify the Athletic Director the Athletic Director's designee if an unforeseen circumstance arises that requires cancelation of Athletic Trainer coverage for a scheduled School event.
11. Hospital agrees that Hospital's Athletic Trainer may attend, the following events:
  - i. School's "home" games and, in addition, Athletic Trainer may attend such other School sporting events as determined in the Parties reasonable agreement;
  - ii. School's "away" games and other sporting events as determined in the Parties reasonable agreement;
  - iii. Notwithstanding the foregoing, in the event there are two home varsity athletic events scheduled at the same time, the Athletic Trainer's supervising physician shall assume the responsibility to determine and notify the Parties in advance as to whether the Athletic Trainer is able to i) divide Athletic Trainer's time between the athletic events, ii) attend only one of the of the athletic events, or iii) whether a second Athletic Trainer is required to supplement the athletic events Athletic Trainer coverage.
12. The Parties agree that when Hospital's Athletic Trainer is attending School's game events, the Athletic Trainer will not be available at to provide Services at School's training facilities and Hospital shall have no obligation to provide School with an additional Athletic Trainer to provide Services at such training facilities and at such times.

13. Athletic Trainer's hours for providing Services at School shall be determined solely by Hospital during the Term of this Agreement.
14. Hospital's Athletic Trainer will provide coverage of scheduled School home athletic events. The Athletic Trainer in collaboration with the Supervising Physician will determine which School home athletic event is to be covered if there are two simultaneous such School events.
15. Hospital's Athletic trainer may cover School away games with advance notice and approval. The cost of travel will be agreed upon in advance by both parties.

## **EXHIBIT B**

### SCHOOL DUTIES AND RESPONSIBILITIES

1. School agrees to provide a dedicated area within School's facilities in which Hospital's Athletic Trainer(s) can perform the Services pursuant to this Agreement and where Hospital may store all necessary supplies and equipment required in order to perform the Services as approved by the Hospital's supervising physician.
2. School agrees to designate a specific School employee, such as School's Athletic Director, to directly monitor and evaluate the Athletic Trainer's performance of the Services pursuant to this Agreement and to facilitate communications between School, School coaches and Athletic Trainer and Hospital concerning the performance of such Services.
3. At the beginning of each School year, School shall share all practice and game schedules with Hospital in order to appropriately schedule Athletic Trainers to provide Services as required by this Agreement. Further, at the beginning of each School year, School shall advise Hospital as to how School would prefer to allocate Athletic Trainer's between specific sports.
4. School agrees to notify Hospital as to all additional School holiday practice and game schedules for which School wishes Athletic Trainer to provide Services at least thirty (30) days before such School holiday. In addition School agrees to use its best efforts to notify Athletic Trainer in a timely manner as to all game or practice delays or cancellations for which Services had been previously scheduled.

## **EXHIBIT C**

### FINANCIAL RELATIONSHIP BETWEEN THE PARTIES

1. Hospital agrees to provide the Athletic Trainer Services without charge to School.
2. School agrees to provide School facility space and School personnel and student assistance to Hospital and Hospital's Athletic Trainer(s) without charge to Hospital
3. School agrees to reference Hospital's provision of Athletic Trainer Services to School in School's game programs, athletic event advertising published in any medium and sponsorships.
4. School agrees to provide a press release to local media outlets explaining the Services provided by Hospital.
5. School will organize one (1) Hospital sponsored event at a School varsity sport for which Services are provided by Hospital.
6. School will provide Athletic Trainer with an opportunity to speak with the School's Booster Club and other interested civic groups to promote Hospital's Services.
7. School agrees to promote Hospital and Athletic Trainers with banners for the School gymnasium and ball fields,
8. School agrees to offer a program for students interested in becoming a licensed Certified Athletic Trainer to shadow and/or assist Hospital's Athletic Trainer.
9. School agrees to solicit and provide private charitable donations to help cover Hospital's expenses in providing the Services; Donations should be made to:

Wabash General Hospital Foundation Attention:

J.J. Purvis, President

1418 College Drive

Mt. Carmel, IL 62863

**Agenda Item #8H**

**Athletic Training Agreement with Richland Memorial Hospital – OCC**

**Agenda Item #8H**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 16, 2016  
RE: Athletic Training Services Contract with Richland Memorial Hospital - OCC

Richland Memorial Hospital (RMH) has requested a renewal of the existing Athletic Training Services Agreement for an additional one-year period to cover academic year 2016-2017.

Olney Central College has been extremely satisfied with the services provided by RMH under the existing agreement and OCC wishes to extend the agreement.

I ask the Board's approval of this extension of the Athletic Training Services Training Agreement with Richland Memorial Hospital.

TLB/rs

Attachment

## **RICHLAND MEMORIAL HOSPITAL ATHLETIC TRAINING SERVICE AGREEMENT WITH OLNEY CENTRAL COLLEGE**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between Olney Central College, hereinafter referred to as "District" and Richland Memorial Hospital hereinafter referred to as "RMH";

**WHEREAS**, RMH is a healthcare facility in the business of providing athletic training services in Richland County, Illinois; and

**WHEREAS**, District operates various athletic programs and desires athletic training services for District's student-athletes; and

**WHEREAS**, RMH desires to make such services available, on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, commencing with the date hereof, the parties mutually agree as follows:

1. RMH agrees to provide athletic training services to the District during the term of this Agreement and on the terms and conditions hereinafter set forth.
2. RMH agrees to:
  - a. Bill District directly for services rendered totaling Six Thousand One Hundred and Eighty dollars (\$6,180.00) for the 2016-2017 school year. RMH will bill in installments of One Thousand and Five Hundred and Forty Five dollars (\$1,545.00) to be paid by District on October 15, 2016, December 15, 2016, March 15, 2017, and June 15, 2017.
  - b. Provide a Certified Athletic Trainer for Olney Central College from August 1, 2016 until May 31, 2017, as further set forth herein, with an average of 15 hours per week of coverage during the sport season. Totalling 630 hours of total coverage.
  - c. Provide event coverage as set forth in paragraph 3. Event coverage is ranked from highest risk sports with emphasis placed on home games and practice coverage.
3. Event Coverage  
RMH will provide a Certified Athletic Trainer to the District on the following dates:
  - a. Daily coverage in the Athletic Training Room at Olney Central College from 12:00 p.m.-2:00 p.m. on days school is in session, excluding days evening event coverage is required.
4. RMH will:
  - a. Offer parent, student-athlete, and coach education about injury prevention,

nutrition, health and safety issues, drugs/steroids, and basic care.

b. Maintain athletic training supply budget and inventory, subject to District approval.

c. Yearly summary of athletic training coverage given to administration.

d. Follow any and all policies and procedures of the District.

e. Deliver all services hereunder in a reliable, consistent and professional manner.

f. Communicate on a regular basis with the District, and any District staff as directed, regarding the provision of services hereunder.

5. District agrees to:

a. Provide RMH a complete schedule of events which designates times, dates, and locations of events as soon as the schedule is available.

b. Pay the fees set forth in Paragraph 2(a) when due.

c. Provide RMH/Athletic Trainer with supplies (expendable and nonexpendable) as the budget allocates.

d. Provide for the maintenance and safety of equipment.

e. Provide janitorial service and maintenance of the Athletic Training Room (equipment cleaning is to be performed by the Athletic Trainer).

f. Provide towels and laundering of towels.

g. Provide biohazardous waste containers and removal of such waste.

h. Provide bus transportation if services are required at away events.

6. RMH and any Athletic Trainer are and shall remain an independent contractor in all matters involving the performance of its services under this Agreement. Nothing contained in this Agreement shall be deemed to constitute RMH or any Athletic Trainer as an agent, employee or partner of the District or a joint venture with the District.

7. RMH and the District agree to abide by all confidentiality laws, including but not limited to the provisions of the policies of the District; the Illinois School Student Records Act (105 ILCS 10/1 *et seq.*); the Family Educational Rights and Privacy Act (20 U.S.C. §1232 *et seq.*); and the Health Insurance Portability and Accountability Act ("HIPAA").

8. RMH shall not send to any school building or school property any employee or agent who would be prohibited from being employed by the District due to a conviction of a crime listed in 105 ILCS 5/10-21.9. The contractor shall obtain a criminal history background check before sending any employee or agent to any school building or school property. Additionally, at least quarterly, the contractor shall contact the local law enforcement authority where each employee or agent resides to determine if the employee is on the list of registered felons who have committed child sex offenses.

9. District shall defend, indemnify, and save RMH harmless from and against all losses, damages, claims, judgments, attorney's fees, expenses and liabilities whatsoever which may arise from or be claimed against RMH resulting from or arising in connection with the services furnished by RMH under this Agreement, unless said losses, damages, claims, etc., arose from the negligence of RMH, its employees or agents.

10. RMH shall defend, indemnify, and save District, its employees, administrators, board members and agents harmless from and against all losses, damages, claims, judgments, attorney's fees, expenses and liabilities whatsoever which may arise from or be claimed against District resulting from or arising in connection with the services furnished by RMH under this Agreement, unless said losses, damages, claims, etc., arose from the negligence of District, its employees or agents. RMH shall maintain a minimum of \$5,000,000.00 in professional errors and omissions insurance on its employees at all times and provide proof of same to District upon request.

11. RMH shall not be liable to District or its student athletes if RMH, at any time, is unable to render the athletic training services hereunder, or is delayed in rendering such services because of any act or neglect of District or its employees or agents, or because of strikes, lockouts, labor disputes, shortage of supplies, equipment breakdowns, fire, act of God, unforeseen emergencies, or because of any other unavoidable casualty or cause beyond RMH's control.

12. This Agreement shall expire May 31, 2017, unless terminated earlier by either party giving the other not less than 30 days prior written notice.

13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, but shall not be assigned by either party without written consent of the other.

14. This Agreement may be modified or amended from time to time by mutual Agreement of the parties and any such modifications or amendments shall be reduced to writing and shall be attached to and become part of this Agreement.

15. The Agreement has been approved by the majority of members of the Illinois Eastern Community Colleges Board of Education at a duly called public meeting.

In witness whereof, the parties have executed this Agreement in duplicate as of the day and year first above written.

Olney Central College

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

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

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

Attest: \_\_\_\_\_

Richland Memorial Hospital

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

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

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

Attest: \_\_\_\_\_

G:\MTBF&M\East Richland - Agreement with Richland Memorial Hospital.rtf

**Agenda Item #8I**

**Athletic Training Agreement with Wabash General Hospital – WVC**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 16, 2016  
RE: Athletic Training Agreement with Wabash General Hospital - WVC

Wabash General Hospital (WGH) has requested a renewal of the existing Athletic Training Services Agreement for an additional one-year period to cover academic year 2016-2017.

Wabash Valley College has been extremely satisfied with the services provided by WGH under the existing agreement and WVC wishes to extend the agreement.

I ask the Board's approval of this extension of the Athletic Training Services Training Agreement with Wabash General Hospital.

TLB/rs

Attachment

## ATHLETIC TRAINER SERVICES AGREEMENT

THIS ATHLETIC TRAINER SERVICES AGREEMENT (the “Agreement”) is made by and between, Wabash General Hospital District, a Hospital District organized pursuant to the Illinois Hospital District Law (70 ILCS 910/1 et seq.) and as an Illinois not for profit, tax exempt corporation located at 1418 College Drive, Mount Carmel, Wabash County, Illinois (the “Hospital”) and Wabash Valley College located at 2200 College Drive, Mount Carmel, Illinois (the “School”) and shall be effective on the 2nd day of July, 2016 (the “Effective Date”) (Hospital and School are individually referred to as a “Party and are collectively referred to as “the Parties”).

### Recitals

WHEREAS, Hospital employs or contracts with Illinois licensed athletic trainers (“Athletic Trainer(s)”) to provide athletic trainer services (“Services”) individually and under the supervision of and in consultation with Illinois licensed physicians including, without limitation, Hospital’s employed sports medicine physician and/or School’s contracted team physician to schools, students, student athletes and other individuals in need of such Services within Hospital’s service area; and,

WHEREAS, the School desires utilize Hospital’s Athletic Trainer(s) to provide the Services to be performed for School’s students and student athletes at School and/or at School’s athletic program practices and sporting events.

NOW THEREFORE, in consideration of the Parties promises, covenants and representations set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

#### I. Hospital Duties and Responsibilities.

- 1.1 Hospital agrees to provide School with an Illinois licensed Athletic Trainer or Athletic Trainers as determined in Hospital’s reasonable discretion to perform the Services at such times and places as set

forth in Exhibit A which is attached to and incorporated into the terms and conditions of this Agreement.

II. School Duties and Responsibilities.

2.1 School agrees to provide Hospital and Athletic Trainer (s) which such facilities and personnel as are provided in Exhibit B which is attached to and incorporated into the terms and conditions of this Agreement.

III. Financial Relationship between the Parties.

3.1 The Parties agree that the financial relationship between Hospital and School shall be as set forth in Exhibit C which is attached to and incorporated into the terms and conditions of this Agreement.

IV. Term and Termination.

4.1 Term. The term of this Agreement shall be for one (1) year commencing on the Effective Date and terminating on the 3<sup>rd</sup> day of July, 2017 (the "Initial Term"). This Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party gives notice of termination at least sixty (60) days prior to (a) the end of the Initial Term or (b) prior to any of the (1) year Renewal Terms thereafter.

4.2 Termination. This Agreement may be terminated as follows:

4.2-1 Termination by Agreement. In the event Hospital and School shall mutually agree in writing, this Agreement may be terminated on terms, conditions and dates stipulated in such writing.

4.2-1 Termination without Cause. Each Party shall have the right to terminate this Agreement with without cause by giving the other Party at least 90 days prior written notice.

4.3 Effect of Termination of the Agreement. If this Agreement is terminated pursuant to this Article IV neither Party will be further

obligated to perform under this Agreement, with the exception of (i) obligations which accrued prior to the effective date of the termination and (ii) any obligations or covenants contained in this Agreement which are specifically stated in this Agreement as being extended beyond and surviving the Term of this Agreement.

V. Miscellaneous.

5.1 Non-Exclusive Arrangement. The Parties hereby agree that Hospital's provision of Services to School shall be non-exclusive. Hospital may provide Services to any other entity if such activity does not interfere with Hospital's duties and obligations pursuant to this Agreement.

5.2 Insurance and Indemnification.

5.2.1 Hospital agrees to maintain appropriate insurance coverage with respect to the delivery of Athletic Trainer Services including, without limitation, professional liability insurance coverage.

5.2.2 Hospital offers an Athletic Trainer training class which permits high school students to take a course of study for college credit which trains such students to assist Hospital's Athletic Trainer at School events. School agrees to indemnify, defend and hold Hospital and its employees, agents and representatives including, without limitation, Hospital's Athletic Trainer and Supervising Physician harmless from and against any and all claims, demands, losses damages, costs and expenses including reasonable attorney's fees arising from and related solely to the actions of such Athletic Trainer student assistants participating in Hospital's Athletic Trainer training class.

5.2.3 School agrees to indemnify, defend and hold Hospital and its employees, agents and representatives including, without limitation, Hospital's Athletic Trainer and Supervising Physician harmless from and against any and all claims, demands, losses damages, costs and expenses including reasonable attorney's fees arising from and related solely to any injury to a School student athlete in the event a School representative authorizes such School student athlete to participate in School sports activities against Hospital's Athletic Trainer or Supervising Physician's professional advice.

Further, Hospital shall have the absolute right to immediately terminate this Agreement in the event a School representative authorizes a School student athlete to participate in School sports activities against Hospital's Athletic Trainer or Supervising Physician's professional advice.

- 5.3 Independent Contractor Relationship. In providing Services pursuant to this Agreement, the Parties are acting as independent contractors. No relationship of employer and employee, master and servant, or principal and agent is created between the Parties by this Agreement. Neither Party, nor any of a Party's respective employees or agents shall be entitled to the other Party's employee benefits of any kind.
- 5.4 Amendments. This Agreement may be amended only by an instrument in writing signed by the Parties to this Agreement.
- 5.5 Assignment. Assignment of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other Party.

- 5.6 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local statutes, ordinances, rules, regulations, licensure requirements, and accreditation standards in the performance of the Parties' duties and obligations under this Agreement.
- 5.7 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the Parties with respect to the same subject matter and constitutes the entire Agreement between the Parties. Neither Hospital nor School shall be entitled to other benefits than those herein specifically enumerated.
- 5.8 Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each executed version will then be deemed to be an original version of this Agreement, and all of the executed versions will be deemed to constitute the same document. Signatures provided by facsimile and PDF (portable document format) shall be binding as original signatures.
- 5.9 Governing Law. This Agreement will be construed, interpreted, enforced and governed, in all respects, by and under the law of the State of Illinois. Exclusive venue for any dispute between the Parties related to the terms and conditions of this Agreement shall be in the Circuit Court of Wabash County, Illinois.
- 5.10 Notices. Notices or communications herein required or permitted shall be given the respective Parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either Party shall otherwise designate its new address by written notice.

HOSPITAL

Attn: J.J. Purvis

President/CEO

SCHOOL

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

\_\_\_\_\_

1418 W. College Drive

\_\_\_\_\_

Mt. Carmel, IL 62863

\_\_\_\_\_

With a Copy to:

With a Copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5.11 Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to a judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

5.12 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

5.13 No Third-Party Beneficiaries. This Agreement is not intended to benefit any person or entity other than the Parties.

5.14 Incorporation by Reference; Recitals and Exhibits. The Agreement's Recitals and Exhibits are incorporated by reference into and made of a part of this Agreement.

VI. Execution

IN WITNESS WHEREOF, the duly authorized officers and representatives of the Hospital and School have executed this Agreement below.

HOSPITAL

SCHOOL

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

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

Printed: J.J. Purvis

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

Title: President/CEO

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

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

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

## **EXHIBIT A**

### HOSPITAL DUTIES AND RESPONSIBILITIES

12. Hospital's Athletic Trainer will be available to provide Services to the School on a regularly scheduled basis as agreed to by the Parties.
13. Hospital's Athletic Trainer's shall be licensed pursuant to the Illinois Athletic Trainers Practice Act (225 ILCS 5/1 et seq.) and shall provide Services to School upon direction of a team physician or consultation physician which include, without limitation, those duties described 225 ILCS 5/3 (4) A—J.
14. Hospital's Athletic Trainer will be responsible for opening, closing and supervising School's athletic training facility while providing Services at that location. Hospital's Athletic Trainer will also advise the School as to supply inventory status, requisitioning of supplies, and facility management generally.
15. Hospital's Athletic Trainer will keep accurate records of all athletic injuries reported by School students as occurring during school athletic events and all rehabilitation procedures administered. The Athletic Trainer will also prepare reports on all athletic injuries sustained by School students during School events for the nursing and athletic offices as may be requested.
16. Hospital's Athletic Trainer acting in cooperation with School's Athletic Director and staff will develop and distribute to Athletic Director, Nurse, and coaches the following information: location of emergency phone and phone numbers.
17. Hospital's Athletic Trainer will inspect and take inventory of all the School medical kits prior to the beginning of each season.
18. Hospital's Athletic Trainer will provide coordination between injured student athletes, the School coaching staff, and team or family physician.

19. Hospital's Athletic Trainer will report directly to School's Athletic Director and the Athletic Director's designee when on site. Notwithstanding the foregoing, the Athletic Trainer will report directly to the supervising physician concerning student athlete clinical issues and treatment.
20. Hospital's Athletic Trainer may be requested to speak for educational programs in the School.
21. Hospital's Athletic Trainer shall notify the Athletic Director the Athletic Director's designee if an unforeseen circumstance arises that requires cancelation of Athletic Trainer coverage for a scheduled School event.
22. Hospital agrees that Hospital's Athletic Trainer may attend, the following events:
  - i. School's "home" games and, in addition, Athletic Trainer may attend such other School sporting events as determined in the Parties reasonable agreement;
  - ii. School's "away" games and other sporting events as determined in the Parties reasonable agreement;
  - iii. Notwithstanding the foregoing, in the event there are two home varsity athletic events scheduled at the same time, the Athletic Trainer's supervising physician shall assume the responsibility to determine and notify the Parties in advance as to whether the Athletic Trainer is able to i) divide Athletic Trainer's time between the athletic events, ii) attend only one of the of the athletic events, or iii) whether a second Athletic Trainer is required to supplement the athletic events Athletic Trainer coverage.
16. The Parties agree that when Hospital's Athletic Trainer is attending School's game events, the Athletic Trainer will not be available at to provide Services at School's training facilities and Hospital shall have no obligation to provide School with an additional Athletic Trainer to provide Services at such training facilities and at such times.

17. Athletic Trainer's hours for providing Services at School shall be determined solely by Hospital during the Term of this Agreement.
18. Hospital's Athletic Trainer will provide coverage of scheduled School home athletic events. The Athletic Trainer in collaboration with the Supervising Physician will determine which School home athletic event is to be covered if there are two simultaneous such School events.
19. Hospital's Athletic trainer may cover School away games with advance notice and approval. The cost of travel will be agreed upon in advance by both parties.

## **EXHIBIT B**

### SCHOOL DUTIES AND RESPONSIBILITIES

5. School agrees to provide a dedicated area within School's facilities in which Hospital's Athletic Trainer(s) can perform the Services pursuant to this Agreement and where Hospital may store all necessary supplies and equipment required in order to perform the Services as approved by the Hospital's supervising physician.
6. School agrees to designate a specific School employee, such as School's Athletic Director, to directly monitor and evaluate the Athletic Trainer's performance of the Services pursuant to this Agreement and to facilitate communications between School, School coaches and Athletic Trainer and Hospital concerning the performance of such Services.
7. At the beginning of each School year, School shall share all practice and game schedules with Hospital in order to appropriately schedule Athletic Trainers to provide Services as required by this Agreement. Further, at the beginning of each School year, School shall advise Hospital as to how School would prefer to allocate Athletic Trainer's between specific sports.
8. School agrees to notify Hospital as to all additional School holiday practice and game schedules for which School wishes Athletic Trainer to provide Services at least thirty (30) days before such School holiday. In addition School agrees to use its best efforts to notify Athletic Trainer in a timely manner as to all game or practice delays or cancellations for which Services had been previously scheduled.

## **EXHIBIT C**

### FINANCIAL RELATIONSHIP BETWEEN THE PARTIES

10. Hospital agrees to provide the Athletic Trainer Services without charge to School.
11. School agrees to provide School facility space and School personnel and student assistance to Hospital and Hospital's Athletic Trainer(s) without charge to Hospital
12. School agrees to reference Hospital's provision of Athletic Trainer Services to School in School's game programs, athletic event advertising published in any medium and sponsorships.
13. School agrees to provide a press release to local media outlets explaining the Services provided by Hospital.
14. School will organize one (1) Hospital sponsored event at a School varsity sport for which Services are provided by Hospital.
15. School will provide Athletic Trainer with an opportunity to speak with the School's Booster Club and other interested civic groups to promote Hospital's Services.
16. School agrees to promote Hospital and Athletic Trainers with banners for the School gymnasium and ball fields,
17. School agrees to offer a program for students interested in becoming a licensed Certified Athletic Trainer to shadow and/or assist Hospital's Athletic Trainer.
18. School agrees to solicit and provide private charitable donations to help cover Hospital's expenses in providing the Services; Donations should be made to:

Wabash General Hospital Foundation Attention:

J.J. Purvis, President

1418 College Drive

Mt. Carmel, IL 62863

**Agenda Item #8J**

**Affiliation Agreement with SSM Health - IECC**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 16, 2016  
RE: Affiliation Agreement with SSM Health

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 an affiliation agreement with SSM Health Care Corporation, a nonprofit corporation with headquarters in St. Louis, Missouri. SSM Health Care Corporation is comprised of numerous health care facilities, including hospitals in Mt. Vernon, Illinois and Centralia, Illinois. This agreement would cover health occupations program students who are enrolled at all IECC Colleges, including Frontier Community College, Lincoln Trail College, Olney Central College, and Wabash Valley College.

I ask the Board's approval of this affiliation agreement with SSM Health Care Corporation.

TLB/rs

Attachment

**ACADEMIC AFFILIATION AGREEMENT**  
*Illinois Eastern Community Colleges, District #529*  
*SSM Health*

This ACADEMIC AFFILIATION AGREEMENT (“Agreement”) is effective **August 1, 2016** (“Effective Date”) by and between **Illinois Eastern Community Colleges, District #529**, with sites known as Frontier Community College, Lincoln Trail College, Olney Central College and Wabash Valley College (“SCHOOL”) and SSM Health Care Corporation, a Missouri nonprofit corporation, d/b/a **SSM Health**, on behalf of itself and its subsidiary entities (each individually and collectively, “FACILITY”).

WHEREAS, SCHOOL, in conferring credentials upon its health occupation program students, must provide and certify completion of certain practical learning and/or clinical experience, some of which may involve interaction with patients;

WHEREAS, SCHOOL desires that certain of its students (“Students”) and, when appropriate, certain of its faculty members, be permitted to visit and utilize the premises of FACILITY to afford such Students the opportunity to have practical learning and clinical experiences at FACILITY; and

WHEREAS, FACILITY recognizes the need for and desires to aid in the educational development of nursing and ancillary health professionals, including Students, in an operating facility for the provision of health care services to its patients, and is willing to permit SCHOOL’s faculty and Students to participate in providing some of those services on its premises to the extent it is reasonable, proper, and professionally acceptable for them to do so.

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

1. **Duties of SCHOOL.**

Prior to assigning Students to FACILITY, SCHOOL shall:

- 1.1 Designate a member of its faculty (“Faculty Coordinator”) to coordinate this Agreement with a designated member of FACILITY’s staff, and obtain FACILITY’s written or verbal approval of such Faculty Coordinator, which such approval FACILITY shall not unreasonably withhold. The coordination shall include on-site visits when practical and a continuing exchange of information on progress of the program. SCHOOL shall obtain and provide verification of a criminal background check on the Faculty Coordinator as provided by state law for health care workers if the Faculty Coordinator will be on FACILITY’s site or will have access to FACILITY’s patient medical records or patients. If the Faculty Coordinator will not be on FACILITY’s site and will not have access to patient medical records or patients, then a criminal background check will not be required. In the event adverse information is obtained from the criminal background check, SCHOOL shall provide the

information obtained to FACILITY. Failure to provide the information obtained shall disqualify the designated Faculty Coordinator from participation at FACILITY. The results of the criminal background check must be satisfactory to FACILITY;

- 1.2 Recommend for affiliation only those Students who have successfully completed all necessary requirements of SCHOOL's educational program and any appropriate professional requirements, and who have knowledge and skills consistent with an ability to properly discharge the clinical duties or functions associated with the clinical experiences in which the Students will participate;
- 1.3 Be responsible for orienting Students to those applicable policies and procedures provided by FACILITY to SCHOOL, including standards of The Joint Commission and Students' responsibilities for the cost of his/her food, transportation, clothing and medical expenses, and to such other policies, procedures, rules and regulations as SCHOOL deems appropriate;
- 1.4 Obtain and provide verification that names, health status reports, including records of any immunizations required by FACILITY, and other pertinent information about each Student to be assigned to FACILITY are maintained at SCHOOL before the beginning date of the Students' assignment at FACILITY;
- 1.5 Obtain FACILITY's written approval of Students and periods of affiliation;
- 1.6 Advise Students to maintain the confidential nature of all information which may come to them with regard to patients and FACILITY records during the duration of the program and obtain from each Student a Confidentiality and Security Agreement in the form attached to this Agreement as Exhibit 1;
- 1.7 Keep all records and reports on each Student's experience;
- 1.8 Represent and certify that its teaching program for Students involved under this Agreement is accredited and that SCHOOL is responsible for notifying FACILITY within ten (10) days in the event such accreditation is cancelled, withdrawn or otherwise terminated;
- 1.9 Advise Students that each Student is accountable for costs incurred in receipt of healthcare pursuant to Section 8.4, regardless of health insurance status;
- 1.10 Obtain and provide verification of a criminal background check as provided by state law for health care workers for each Student prior to that Student's assignment at FACILITY. In the event adverse information is obtained from the criminal background check, SCHOOL shall provide the information to

FACILITY after obtaining an Authorization and Release from the Student. In the event such Authorization and Release are not given by the Student, the Student shall be disqualified from participation at FACILITY. The results of the check must be satisfactory to FACILITY. In addition, for FACILITY sites in the state of Missouri, SCHOOL shall comply with the background check provisions of the regional guidelines for allied health/nursing districts of the St. Louis Metropolitan Hospital Council.

- 1.11 Agree that it and its Students will comply with the purpose and standards recommended by The Joint Commission; and
- 1.12 In recognition of the fact that the Students and faculty of SCHOOL shall see patient identifiable health information, SCHOOL shall ensure that patient identifiable health information provided by FACILITY to SCHOOL will be treated as confidential in accordance with applicable law and the Health Insurance and Portability and Accountability Act of 1996 (“HIPAA”), as amended. SCHOOL acknowledges that Students must complete the FACILITY’s in-service on HIPAA, which will be part of the Students’ orientation process.

The following requirements in Sections 1.13 through 1.15 apply for FACILITY sites in the state of Oklahoma:

- 1.13 SCHOOL/Faculty Coordinator must complete and submit the following two (2) weeks prior to the clinical rotation:
  - (a) Provide a letter requesting clinical time, dates, department and Student at least two (2) weeks prior to the beginning of the clinical rotation;
  - (b) Sign a Confidentiality and Security Agreement, if on campus at FACILITY with Students, in the form attached hereto as Exhibit 1;
  - (c) Provide clinical objectives;
  - (d) Provide a competency checklist;
  - (e) Complete a health screening form and appropriate documentation, if on campus at FACILITY with Students;
  - (f) Provide a copy of license/registration/certification, if on campus at FACILITY with Students; and
  - (g) All orientation, materials and documentation listed in Section 1.14.
- 1.14 Each Student must complete and submit the following two (2) weeks prior to the clinical rotation:
  - (a) Complete FACILITY orientation which includes the following:
    - (1) Read the general orientation packet and complete the test;

- (2) Sign a Confidentiality and Security Agreement, in the form attached hereto as Exhibit 1;
- (3) Provide a copy of the Student's current American Heart Association (AHA) Healthcare Provider CPR Training Card, for rotations in clinical areas;
- (4) Provide documentation of Occupational Safety and Health Administration (OSHA) tuberculosis and blood borne pathogens education (provided by SCHOOL);
- (5) Complete restraint packet or provide documentation that this has been addressed in the school program.
- (6) Complete the student health screening form and provide the appropriate documentation, which includes proof of: (i) current PPD (Students with a positive Blood Assay Mycobacterium Tuberculosis (BAMT) test or students with a past positive PPD will need to complete annual symptom survey and provide documentation from a healthcare provider and/or state health department for clearance to work with the public); (ii) proof of two (2) measles, mumps and rubella (MMR) vaccinations (must be official records, not SCHOOL records); (iii) proof of chickenpox by titer or two (2) varicella immunizations; (iv) three (3) hepatitis B immunizations, positive titer or declination; and (v) proof of current flu shot during flu season and Tdap immunization. The only way Students may opt out of the flu or Tdap immunization is a signed document from the Student's health care provider or a statement from the Student's clergy citing the religious conviction that prevents Student from getting the immunization.

1.15 Complete a FACILITY evaluation at the conclusion of the clinical rotation. This form is to be returned to FACILITY's Clinical Education Division

2. **Duties of Faculty Coordinator.**

SCHOOL, through the Faculty Coordinator, shall:

- 2.1 Select, in cooperation with designated FACILITY personnel, the appropriate clinical experiences for Students;
- 2.2 Guide, coordinate and evaluate Students' performance at all times while Students are affiliated with FACILITY;
- 2.3 Meet with FACILITY personnel prior to and following Students' affiliations, and at such times as either party shall deem appropriate, to evaluate Students' performance and clinical experiences; and

- 2.4 Ensure that Students participate in ongoing training with respect to the learning and clinical experiences at the FACILITY, including but not limited to, being advised of any changes in FACILITY's policies and procedures, which may impact Students' experiences hereunder.

3. **Duties of FACILITY.**

During this Agreement FACILITY shall:

- 3.1 Provide practical learning and/or clinical experiences to Students assigned to FACILITY;
- 3.2 Maintain primary responsibility at all times for patient care and total health services;
- 3.3 Cooperate with the Faculty Coordinator in the selection of any appropriate clinical experiences for Students;
- 3.4 Provide physical space for faculty members and Students to hold conferences and for their apparel and personal effects;
- 3.5 Provide SCHOOL with any applicable policies and procedures and inform SCHOOL, through the Faculty Coordinator, of any new applicable procedures and/or policies or any changes in procedures and/or policies which may affect the affiliation described hereunder; and
- 3.6 Allow Students to perform services for patients only when under the supervision of a registered, licensed or certified professional. Such professional is to be registered, certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors designated by FACILITY.

4. **Immediate Removal of Student.**

Upon the request of FACILITY, SCHOOL shall immediately remove a Student or SCHOOL faculty member, including Faculty Coordinator, from FACILITY in the sole discretion of FACILITY, with or without cause; however, FACILITY shall provide SCHOOL with written notice thereof within a reasonable time following the removal.

5. **Insurance.**

- 5.1 SCHOOL will maintain for each Student and faculty member assigned to FACILITY professional liability insurance in minimum amounts of One

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

- 5.2 It is understood that coverage of SCHOOL's Students, employees, and faculty, including Faculty Coordinator, under the above-referenced policies, or an acceptable substitute therefore, shall be a continuing condition of this Agreement. SCHOOL shall be responsible for satisfying any deductible or self-insured retention required by its liability coverage.
- 5.3 SCHOOL agrees to indemnify and hold harmless FACILITY, its directors, officers, affiliates, employees and agents from and against any and all claims, costs, expenses (including reasonable attorney fees), actions and/or liabilities which may be asserted against any one or more of them, arising out of any acts or omissions of FACILITY, its directors, officers, employees and agents.

6. **Term and Termination.**

This Agreement shall commence on the Effective Date for an initial term of five (5) years unless earlier terminated as provided herein. Thereafter, this Agreement may be renewed upon mutual written agreement. Notwithstanding the foregoing, either party may terminate this Agreement without cause at any time during a term by giving sixty (60) days prior written notice, effective on the date stated therein, provided Students assigned to FACILITY shall be given an opportunity to complete their affiliation if reasonably practicable. Both parties agree to meet at least thirty (30) days prior to the expiration of the initial term of this Agreement and annually thereafter to evaluate the affiliation program and to review this Agreement. In the event the parties fail to appropriately document an extension, and SCHOOL continues to provide Students hereunder, the term of this Agreement shall be deemed to be automatically extended on a day to day basis until terminated by either party upon



- 8.4 In the event of accidental injury or illness of any Student or faculty member, FACILITY shall, upon request, provide emergency care at FACILITY, but FACILITY shall not be responsible for follow-up care, hospitalization or costs incurred in providing such care.
- 8.5 This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Missouri, without application of choice of law rules.
- 8.6 This Agreement shall be binding upon and shall inure to the benefit of both parties and their respective successors, heirs, assigns and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior consent in writing of the non-assigning party; provided, however, that written consent is not required for FACILITY to assign this Agreement to any entity under common control, or affiliated, with FACILITY.
- 8.7 Individuals executing this Agreement on behalf of organizations represent and warrant that they have been authorized to do so.
- 8.8 This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement. Prior agreements, promises, negotiations or representations between the parties, either oral or written, relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. Any modifications or amendments hereto must be agreed to by both parties in writing and shall become effective on the date stated therein.
- 8.9 This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with applicable law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.
- 8.10 In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement (individually, "Provision") shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such Provision and (if necessary) other Provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement, and this Agreement shall then be enforced as so reformed. Notwithstanding the preceding sentence, if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable Provision(s) had not been a part hereof.

- 8.11 The failure of FACILITY or SCHOOL to object to or take affirmative action with respect to any conduct of the other which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or of any future violations of the provisions of this Agreement.
- 8.12 During the term of this Agreement and thereafter, FACILITY and SCHOOL and their employees and students shall hold information in the strictest confidence except as otherwise required by this Agreement or by federal law. Such information includes but is not limited to patient records and peer review and utilization review documents, the terms of this Agreement, and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party.
- 8.13 FACILITY is an equal opportunity employer. As part of its affirmative action policies and obligations, FACILITY is subject to and will comply with the provisions governing federal contractors as set forth in 41 CFR 60-1.4(a) and 41 CFR 60-741.5(a), and these regulations are hereby incorporated into this contract by reference.
- 8.14 SCHOOL represents and warrants to FACILITY that SCHOOL and its owners, employees, agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; or (ii) suspended or excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), any form of state Medicaid program, and are not listed on the Office of the Inspector General's website ("oig.hhs.gov") (collectively, "Government Payor Programs"). SCHOOL also represents and warrants that to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of SCHOOL or Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). SCHOOL shall notify FACILITY of the commencement of any Investigation or suspension or exclusion from Government Payor Programs within three (3) business days of SCHOOL's first learning of it. FACILITY shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. FACILITY shall be timely kept apprised by SCHOOL of the status of any such Investigation. SCHOOL shall indemnify, defend, and hold FACILITY harmless from any claims, liabilities, fines, and expenses (including reasonable attorneys' fees) incurred as a result of SCHOOL's breach of this paragraph.
- 8.15 Each FACILITY shall have the authority to determine participation in this Agreement at the sole discretion of the FACILITY. If a FACILITY determines it will not accept Students, a letter will be provided to the SCHOOL.

8.16 Upon execution of this Agreement, all existing individual FACILITY Agreements with SCHOOL will automatically terminate.

**[Remainder of Page Intentionally Left Blank – Signature Page to Follow]**

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this Agreement as of the date and year written below.

SCHOOL:

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

By: \_\_\_\_\_  
Name:  
Title:  
Address:

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

By: \_\_\_\_\_  
Name:  
Title:  
Address:

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

By: \_\_\_\_\_  
Name:  
Title:  
Address:

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

By: \_\_\_\_\_  
Name:  
Title:

Address:

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

By: \_\_\_\_\_  
Name:  
Title:  
Address:

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

**SSM Health Care Corporation, d/b/a SSM Health,  
on behalf of itself and its subsidiary entities**

By: \_\_\_\_\_  
Name: Maggie Fowler  
Title: System Vice President/Chief Nursing Officer  
Address: 1173 Corporate Lake Drive  
St. Louis, MO 63132

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

## **EXHIBIT 1**

### **CONFIDENTIALITY AND SECURITY AGREEMENT**

*Employees, Consultants and Volunteers*

I understand that the business entity (“SSM”) in which I work, volunteer or provide services has a legal and ethical responsibility to safeguard the privacy of all patients and protect the confidentiality of patients’ health information. SSM must ensure the confidentiality of its proprietary information, including, but not limited to, human resources, payroll, fiscal, research, reporting, strategic planning, communications, computer systems, and other information (collectively, with patient identifiable health information, referred to as “Confidential Information”).

In the course of my employment or assignment at SSM, I understand that I may come into the possession of Confidential Information. I further understand that I must sign and comply with this Confidentiality and Security Agreement (“Agreement”) in order to access Confidential Information. I understand that for purposes of this Agreement, the term “SSM” shall include any subsidiaries or affiliates of SSM Health Care Corporation, doing business as SSM Health.

1. I will access, use and disseminate Confidential Information only when it is necessary to perform my job related duties in accordance with SSM’s Policies and Procedures.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it.
3. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized.
4. I will not discuss Confidential Information where others can overhear the conversation. I understand that it is not acceptable to discuss Confidential Information even if a patient’s name is not used.
5. I will not make any unauthorized transmission, examination, modification or removal of Confidential Information.
6. I have no right to any ownership interest in any information accessed or created by me during my relationship with SSM.
7. I will only access or use systems or devices that I am officially authorized to access, and I will not demonstrate the operation or function of systems or devices to unauthorized individuals.
8. I will practice good workstation security measures such as locking up digital storage devices when not in use, using screen savers with activated passwords and positioning screens away from public view.
9. I will practice secure electronic communications by transmitting Confidential Information only to authorized entities, in accordance with approved security standards.
10. I will use only my officially assigned user ID and password, approved licensed software and devices with virus protection software.
11. I will not share/disclose user IDs or passwords, use tools or techniques to break/exploit security measures or connect to unauthorized networks through the systems or devices.
12. I will notify my manager or appropriate information services contact if my password has been seen, disclosed or otherwise compromised, and I will report activity that violates this Agreement, privacy and security policies or any other incident that could have any adverse impact on Confidential Information.
13. I understand that I should have no expectation of privacy when using SSM information systems. SSM may log, access, review and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.

14. I will act in the best interest of SSM and in accordance with its Policies and Procedures at all times during my relationship with SSM and I acknowledge that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or ceasing my relationship with SSM.
15. Upon ceasing my relationship with SSM, I will immediately return to SSM any documents, media or property which constitutes Confidential Information, or which gives me access to Confidential Information.
16. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension and loss of privileges, and/or termination of authorization to work within SSM, in accordance with SSM's policies, and/or civil/criminal prosecution.

IN WITNESS WHEREOF, by signing below, I represent and warrant that I have read this Agreement and agree to comply with all the terms and conditions stated above.

|   |   |       |
|---|---|-------|
| Employee/Consultant/Vendor <b>Signature:</b>    | Primary SSM Entity Name where I work, volunteer or provide service: | Date: |
| Employee/Consultant/Vendor <b>Printed Name:</b> | Business Name of Employer (if not employed by SSM):                 |       |

**Agenda Item #8K**

**Conveyance of Property from McCoy Estate**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 16, 2016  
RE: McCoy Property Conveyance

Jane McCoy conveyed the McCoy Building to the District several years ago and the District has been able to utilize that building successfully. Mrs. McCoy has died and she has, in her estate, conveyed the house that adjoins the McCoy Building. With some modifications, this residence could be converted to a needed classroom.

The deed has been prepared conveying the property to the District and the District would be obligated to pay only the 2016 property taxes which are minimal.

I would ask that the Board accept the conveyance from the Estate of Jane McCoy and utilize the residential property for classroom space.

TLB/rs

**Agenda Item #9**

**Bid Committee Report**

**None**

**Agenda Item #10**

**District Finance**

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

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
July 31, 2016**

| <b>FUND</b>                           | <b>BALANCE</b>        |
|---------------------------------------|-----------------------|
| Educational                           | \$4,484,743.83        |
| Operations & Maintenance              | \$622,996.82          |
| Operations & Maintenance (Restricted) | \$351,574.31          |
| Bond & Interest                       | \$621,660.49          |
| Auxiliary                             | (\$149,789.22)        |
| Restricted Purposes                   | (\$62,021.86)         |
| Working Cash                          | \$193,418.55          |
| Trust & Agency                        | \$496,894.06          |
| Audit                                 | (\$19,022.59)         |
| Liability, Protection & Settlement    | \$146,229.89          |
| <b>TOTAL ALL FUNDS</b>                | <b>\$6,686,684.28</b> |

Respectfully submitted,

Roger Browning, Treasurer

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Combined Balance Sheet - All Funds**  
**July 31, 2016**

|  | <b>ALL FUNDS</b><br><hr style="border: 1px solid black;"/> <b>Fiscal</b><br><b>Year</b><br><b>2017</b><br><hr style="border: 1px solid black;"/> |
|--|--|
| <b>ASSETS:</b>                               |  |
| CASH   | 6,686,684  |
| IMPREST FUND                                 | 21,400   |
| CHECK CLEARING                               | 12,500   |
| INVESTMENTS                                  | 15,590,000   |
| RECEIVABLES                                  | 3,823,108  |
| ACCRUED REVENUE                              | -  |
| INTERFUND RECEIVABLES                        | 55,355   |
| INVENTORY                                    | 509,653  |
| OTHER ASSETS                                 | 484,643  |
| TOTAL ASSETS AND OTHER DEBITS:               | 27,183,343   |
| <br>   |  |
| <b>LIABILITIES:</b>                          |  |
| PAYROLL DEDUCTIONS PAYABLE                   | 312,146  |
| ACCOUNTS PAYABLE                             | 37,170   |
| ACCRUED EXPENSES                             | -  |
| INTERFUND PAYABLES                           | -  |
| DEFERRED REVENUE                             | -  |
| OTHER LIABILITIES                            | 50,763   |
| TOTAL LIABILITIES:                           | 400,079  |
| <br>   |  |
| <b>EQUITY AND OTHER CREDITS:</b>             |  |
| INVESTMENT IN PLANT                          | 2,672,727  |
| PR YR BDGTD CHANGE TO FUND BALANCE           | (458,223)  |
| <br>   |  |
| <b>FUND BALANCES:</b>                        |  |
| FUND BALANCE                                 | 12,508,541   |
| RESERVE FOR ENCUMBRANCES                     | 12,060,219   |
| TOTAL EQUITY AND OTHER CREDITS               | 26,783,264   |
| <br>   |  |
| TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS | 27,183,343   |

ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 AS OF July 31, 2016

ALL FUNDS

FY 2017  
 YEAR-TO-DATE

REVENUES:

|                        |           |
|------------------------|-----------|
| LOCAL GOVT SOURCES     | 0         |
| STATE GOVT SOURCES     | 0         |
| STUDENT TUITION & FEES | 5,423,980 |
| SALES & SERVICE FEES   | 354,364   |
| FACILITIES REVENUE     | 285       |
| INVESTMENT REVENUE     | 944       |
| OTHER REVENUES         | 2,155     |
| TOTAL REVENUES:        | 5,781,728 |

EXPENDITURES:

|                          |           |
|--------------------------|-----------|
| INSTRUCTION              | 148,794   |
| ACADEMIC SUPPORT         | 37,605    |
| STUDENT SERVICES         | 76,105    |
| PUBLIC SERV/CONT ED      | 0         |
| OPER & MAINT PLANT       | 121,861   |
| INSTITUTIONAL SUPPORT    | 698,611   |
| SCH/STUDENT GRNT/WAIVERS | 1,391,648 |
| AUXILIARY SERVICES       | 736,101   |
| TOTAL EXPENDITURES:      | 3,210,725 |

TRANSFERS AMONG FUNDS:

|                              |   |
|------------------------------|---|
| INTERFUND TRANSFERS          | 0 |
| TOTAL TRANSFERS AMONG FUNDS: | 0 |

|                                     |           |
|-------------------------------------|-----------|
| NET INCREASE/DECREASE IN NET ASSETS | 2,571,003 |
|-------------------------------------|-----------|

**Illinois Eastern Community Colleges**  
**Operating Fund Analysis**  
**CASH BASIS**

July 1, 2016 -- July 31, 2016

| <b>REVENUES:</b>                        | <b>Education<br/>Fund</b> | <b>O &amp; M<br/>Fund</b> | <b>Total<br/>Operating<br/>Funds</b> |
|---|---------------------------|---------------------------|--------------------------------------|
| Local Government Sources                | -                         | -                         | -                                    |
| State Government Sources - Current Year | -                         | -                         | -                                    |
| State Government Sources - Prior Year   | -                         | -                         | -                                    |
| Net Tuition and Fees                    | 588,365                   | 21,107                    | 609,472                              |
| Sales & Service Fees                    | 6,629                     | -                         | 6,629                                |
| Facilities Revenue                      | -                         | 285                       | 285                                  |
| Investment Revenue                      | -                         | -                         | -                                    |
| Other Revenues                          | 200                       | -                         | 200                                  |
| <b>TOTAL REVENUES:</b>                  | <b>595,194</b>            | <b>21,392</b>             | <b>616,586</b>                       |
| <br>                                    |                           |                           |                                      |
| <b>EXPENDITURES:</b>                    |                           |                           |                                      |
| Salaries                                | 364,124                   | 49,618                    | 413,742                              |
| Employee Benefits                       | 72,788                    | 5,437                     | 78,225                               |
| Contractual Services                    | 45,682                    | 10,278                    | 55,960                               |
| Materials                               | 37,673                    | 5,699                     | 43,372                               |
| Travel & Staff Development              | 2,309                     | -                         | 2,309                                |
| Fixed Charges                           | 80,558                    | 2,804                     | 83,362                               |
| Utilities                               | 5,704                     | 42,776                    | 48,480                               |
| Capital Outlay                          | -                         | -                         | -                                    |
| Other                                   | 2,930                     | -                         | 2,930                                |
| <b>TOTAL EXPENDITURES:</b>              | <b>611,768</b>            | <b>116,612</b>            | <b>728,380</b>                       |
| <br>                                    |                           |                           |                                      |
| <b>TRANSFERS :</b>                      |                           |                           |                                      |
| Interfund Transfers                     | -                         | -                         | -                                    |
| <b>TOTAL TRANSFERS:</b>                 | <b>-</b>                  | <b>-</b>                  | <b>-</b>                             |
| <br>                                    |                           |                           |                                      |
| <b>NET INCREASE / (DECREASE)</b>        | <b>(16,574)</b>           | <b>(95,220)</b>           | <b>(111,794)</b>                     |

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**July 31, 2016**

|                            | <u>FY 2017</u>   |                   | <u>FY 2016</u>   |                   | <u>Increase</u>   |
|----------------------------|------------------|-------------------|------------------|-------------------|-------------------|
|                            | <u>Amount</u>    | <u>% of Total</u> | <u>Amount</u>    | <u>% of Total</u> | <u>(Decrease)</u> |
| Salaries                   | 413,742          | 19.52%            | 517,651          | 22.98%            | (103,909)         |
| Employee Benefits          | 78,225           | 3.69%             | 89,160           | 3.96%             | (10,935)          |
| Contractual Services       | 55,960           | 2.64%             | 80,451           | 3.57%             | (24,491)          |
| Materials                  | 43,371           | 2.05%             | 136,927          | 6.08%             | (93,556)          |
| Travel & Staff Development | 2,309            | 0.11%             | 2,161            | 0.10%             | 148               |
| Fixed Charges              | 83,362           | 3.93%             | 97,052           | 4.31%             | (13,690)          |
| Utilities                  | 48,480           | 2.29%             | 68,299           | 3.03%             | (19,819)          |
| Capital Outlay             | -                | 0.00%             | -                | 0.00%             | -                 |
| Other                      | 1,394,578        | 65.78%            | 1,261,388        | 55.98%            | 133,190           |
|                            | <u>2,120,027</u> | <u>100.00%</u>    | <u>2,253,089</u> | <u>100.00%</u>    | <u>(133,062)</u>  |

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

**Agenda Item #12**

**Executive Session**

**Agenda Item #13**

**Approval of Executive Session Minutes**

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

**Agenda Item #14**

**Approval of Personnel Report**

**Agenda Item #15**

**Collective Bargaining**

**Agenda Item #16**

**Litigation**

**Agenda Item #17**

**Other Items**

**Agenda Item #18**

**Adjournment**

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

|                                 | Funding Source | Estimated Budget    |                       |                  |                           |                      |                      |                      |                       |                       |
|---------------------------------|----------------|---------------------|-----------------------|------------------|---------------------------|----------------------|----------------------|----------------------|-----------------------|-----------------------|
| Student Center - WVC            | CDB            | \$4,029,400         | ██████                |                  |                           |                      |                      |                      |                       |                       |
| Temp Building Replacement - LTC | CDB            | \$1,495,500         | ██████                |                  |                           |                      |                      |                      |                       |                       |
| Center for Technology - LTC     | CDB            | \$7,569,800         | ██████                |                  |                           |                      |                      |                      |                       |                       |
| <b>GRAND TOTAL</b>              |                | <b>\$13,094,700</b> | <b>Board Approval</b> | <b>Materials</b> | <b>Begin Construction</b> | <b>30% Completed</b> | <b>60% Completed</b> | <b>80% Completed</b> | <b>100% Completed</b> | <b>Fully Accepted</b> |

7/31/2016