

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

November 20, 2012



Location:

**Lincoln Trail College
11220 State Highway 1
Robinson, IL 62454**

**Dinner – 6:00 p.m. – Lincoln Room
Meeting – 7:00 p.m. - Cafeteria**

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

**Illinois Eastern Community Colleges
Board Agenda**

November 20, 2012

7:00 p.m.

**Lincoln Trail College
Cafeteria**

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. Nursing Student Progression/Remediation Policy
 - B. Academic Integrity Policy 500.24
7. Policy Second Reading Bruce
 - A. None
8. Staff Recommendations for Approval
 - A. Technology Plan Cline
 - B. Holiday Calendar Browning
 - C. Joint Agreement with Lewis & Clark Community College Cantwell
 - D. Biennial Review Report Drug-Free Schools & Communities Act Report 2012 . Cantwell
 - E. Consideration and Action on a Resolution Providing for the Issuance of Taxable General Obligation Community College Bonds, Series 2012A and General Obligation Community College Bonds, Series 2012B Bruce
 - F. Lawrenceville Lease for FCC Bruce
 - G. Affiliation Agreement with Weber Medical Clinic – Phlebotomy Bruce
 - H. Affiliation Agreement with Richland Memorial Hospital – Phlebotomy Bruce
 - I. Affiliation Agreement with Edwards’ County Health Dept. – Emergency Response. Bruce
 - J. Affiliation Agreement with Wayne City Ambulance – Emergency Response Bruce
 - K. Affiliation Agreement with United Life Care – Emergency Response Bruce
 - L. Affiliation Agreement with Wayne County Ambulance – Emergency Response Bruce

9. Bid Committee Report..... Bruce
 - A. LTC Entrance Sign
 - B. LTC Maintenance Storage Shed
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. Litigation Bruce
16. Other Items
17. Adjournment

MINUTES of a regular public meeting of the Board of Trustees of Illinois Eastern 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 Foundation Hall Building at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, in said Community College District at 7:00 o'clock P.M., on the 16th day of October, 2012.

AGENDA #1 – “Call to Order & Roll Call” – The meeting was called to order by the Chairman, and upon the roll being called, G. Andrew Fischer, the Chairman, and the following Trustees were physically present at said location: Marilyn Wolfe, Brenda Culver, John D. Brooks, Michael Correll, Gary Carter, William C. Hudson, Jr. and Logan Carlson (non-voting student trustee).

The following Trustees were allowed by majority of the Trustees of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video audio conference: None.

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: None.

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.

Matt Fowler, President of Wabash Valley College.

Mitch Hannahs, President of Lincoln Trail College.

Jeff Cutchin, Dean of Instruction of Olney Central College.

Bob Boyles, Dean of Instruction of Frontier Community College.

Roger Browning, Chief Finance Officer/Treasurer.

Tara Buerster, Director of Human Resources.

Alex Cline, Director of Information & Communications Technology.

Renee Smith, Executive Assistant to CEO.

Michael Thomas, Dean of Workforce Education.

(Note: Rodney Ranes, Timothy Taylor and Chris Cantwell were attending a Higher Learning Commission conference in St. Charles, Illinois.)

Abbreviations Used in Minutes:

DO – District Office

DOC – Department of Corrections

FCC – Frontier Community College

HLC – Higher Learning Commission

HRSA – Health Resources & Services Administration

ICAHN – Illinois Critical Access Hospital Network

ICCB – Illinois Community College Board

ICCTA – Illinois Community College Trustees Association

IECC – Illinois Eastern Community Colleges

IECEA – Illinois Eastern Colleges Education Association

LTC – Lincoln Trail College

LWIB – Local Workforce Investment Board
OCC – Olney Central College
PHS – Protection, Health & Safety
SAN – Student Advantage Network
SURS – State Universities Retirement System
WED – Workforce Education
WVC – Wabash Valley College

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, September 18, 2012 were presented for disposition.

Board Action to Approve Minutes: Trustee Brenda Culver made a motion to approve minutes of the September 18, 2012 meeting as prepared. Trustee Marilyn Wolfe seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

AGENDA #3 – “Public Hearing on 2012 Tax Levy” –

1. Public Hearing: The Chairman announced that the next agenda item for the Board of Trustees is a public hearing to receive comments on the 2012 Tax Levy.

2. Motion to Recess Regular Meeting and Reconvene Following Hearing: The Chairman requested a motion that the Board recess its regular meeting and reconvene immediately following the Tax Levy Hearing.

3. Public Hearing: Trustee Gary Carter moved that the Board recess its regular meeting and reconvene immediately following the Tax Levy Hearing. Trustee John Brooks seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

4. Motion to Convene Tax Levy Hearing: Trustee Brenda Culver made the following motion: “I move that Illinois Eastern Community College District 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White now convene a Tax Levy Hearing on this 16th day of October, 2012. The purpose of the Tax Levy Hearing is to receive public comments on the 2012 Tax Levy.” Trustee Marilyn Wolfe seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

5. Public Hearing: The Chairman declared that the Board is now in a hearing on the 2012 Tax Levy. The Secretary was directed to call the roll for attendance. The roll call was taken and the following trustees answered to their names as called: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe, and Logan Carlson, student trustee.

6. Public Hearing: The Chairman declared that a quorum is present and the Tax Levy Hearing is now open.

7. Public Oral Testimony: The Chairman asked if any members of the public wished to provide oral testimony on the 2012 Tax Levy. There was none.

8. Public Written Testimony: The Chairman asked if any members of the public wished to provide written testimony concerning the 2012 Tax Levy. There was none.

9. Public Hearing Adjourned: The Chairman announced that all persons wishing to be heard have been given an opportunity to provide oral or written testimony with respect to the 2012 Tax Levy. Hearing no additional requests, the Chair asked for a motion to conclude and adjourn the hearing. Trustee Brenda Culver made a motion to conclude and adjourn the hearing. Trustee Marilyn Wolfe seconded the motion. The Chair directed the Secretary to call the roll. The roll call was taken and the following trustees answered to their names as called: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe, and Logan Carlson, student trustee. The Chair declared the motion carried, and the Tax Levy hearing was adjourned. The Chair stated that the Board of Trustees was now in open, public session for the transaction of business, a quorum being present.

AGENDA #4 – “Recognition of Visitors & Guests” –

#4-A. Visitors & Guests: Visitors & guests present were recognized, including several college staff members. Sarah Ruholl, reporter for the Robinson Daily News, told the trustees that this would be her last meeting because she is entering law school.

#4-B. IECEA Representative: None.

AGENDA #5 – “Public Comment” – None.

AGENDA #6 – “Reports” –

#6-A. Report from Trustees: None.

#6-B. Report from Presidents: Written reports were presented from each of the colleges. WVC President Fowler reported that he and Bo Cook recently attended a meeting at Harper College regarding the Manufacturing grant.

#6-C. Report from Cabinet: None.

AGENDA #7 – “Policy First Readings (and Possible Approval)” – None.

AGENDA #8 – “Policy Second Readings” – None.

AGENDA #9 – “Staff Recommendations for Approval” – The following staff recommendations were presented for approval.

#9-A. Certificate of Compliance with the Truth in Taxation Law: At the September 18 meeting, the Board approved the District’s estimated aggregate tax levy and required that notice of the District’s levy be placed in District newspapers; also that a hearing be conducted on the levy pursuant to the Truth in Taxation Law, which requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the District.

Since the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended upon the levy of the preceding year, public notice was given and a public hearing was held on the District's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year.

The Board determined the aggregate amount of taxes estimated to be levied for the year 2012 is \$4,030,000 and that the aggregate amount of taxes estimated to be levied for the year 2011 did exceed 105% of the taxes extended by the district in the year 2011. Public notice was placed in the following newspapers of general circulation in the District: Prairie Post, Edwards County; Bridgeport Leader, Lawrence County; Carmi Times, White County; Clay County Advocate, Clay County; Daily Republican Register, Wabash County; Lincoln Trail Publishing, Clark County; McLeansboro Times Leader, Hamilton County; Newton Press-Mentor, Jasper County; Olney Daily Mail, Richland County; Robinson Daily News, Crawford County; Toledo Democrat, Cumberland County; Wayne County Press, Wayne County.

The notice was published not more than 14 days nor less than 7 days prior to the hearing. A public hearing was held in the manner and time described in the notice.

Recommendation: The CEO recommended approval for the Chairman to sign the Truth in Taxation Certificate of Compliance, containing the following statements relative to this community college district:

“I, the undersigned, hereby certify that I am the presiding officer of Illinois Eastern Community College District No. 529 and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Sections 18-60 through 18-85 of the “Truth in Taxation” law. The taxing district published a notice in the newspaper and conducted a hearing, meeting the requirements of the Truth in Taxation Law, and a copy of the ad is attached.”

Board Action: Trustee William Hudson made a motion to approve the Certificate of Compliance with the Truth in Taxation Law and all required attachments thereto, and to authorize the Chairman to sign the certificate as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-B. GASB Designation of Tax Levy Year: The CFO reported that, under guidelines established by the Governmental Accounting Standards Board (GASB), IECC may designate the fiscal year that their tax levy is to be recognized as income. Currently, the Board of Trustees levies and extends taxes based upon a calendar year. The following resolution clarifies that under GASB guidelines, taxes levied by the District for calendar year 2012 will be collected late in calendar year 2013, and that income from the collection of such funds will be allocated 100% to Fiscal Year 2014 (July 1, 2013 – June 30, 2014).

The CEO recommended adoption of the following resolution.

Resolution Setting Forth Tax Levies for 2012

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

That the Board hereby incorporates, by reference, all prior resolutions adopted in calendar year 2012 concerning tax levies and extensions.

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

That the sum of Two Million Three Hundred Sixty Two Thousand Five Hundred Dollars (\$2,362,500) be levied as a tax for Educational purposes; and the sum of One Million Twelve Thousand Five Hundred Dollars (\$1,012,500) be levied as a tax for Operations and Maintenance purposes; and the sum of Two Hundred Eighty Thousand Dollars (\$280,000) be levied as a special tax for Social Security and Medicare purposes; and the sum of Eighty Thousand Dollars (\$80,000) be levied as a special tax for Financial Audit purposes; and the sum of Fifty Five Thousand Dollars (\$55,000) be levied as a special tax for purposes of the Local Government and Governmental Employees Tort Immunities Act; and the sum of Two Hundred Forty Thousand Dollars (\$240,000) be levied as a special tax for Worker's Compensation and Unemployment purposes on the equalized assessed value of the taxable property of Community College District #529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, State of Illinois, for the year 2012 to be collected in the year 2013; and that the income from the levy for the year 2013 be allocated 100% for Fiscal Year 2014.

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

#9-C. Certification of Tax Levy for Calendar Year 2012: The Board must certify IECC's tax levies for Calendar Year 2012 for taxes collected in Calendar Year 2013 and considered as income in Fiscal Year 2014. In addition to the education and building fund, this certificate of tax levy will carry the statement that an additional levy must be made by each County Clerk for the outstanding bond issue and tort liability, workmen's compensation, audit, unemployment, Medicare and other insurance. The tax rate for Calendar Year 2012 is estimated at 46.32 cents per \$100 in equalized assessed valuation.

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

Educational Purposes \$2,362,500; Operations & Maintenance Purposes \$1,012,500; Local Government & Governmental Employees Tort Immunity Act purposes \$55,000; Social Security & Medicare Insurance purposes \$280,000; Financial Audit purposes \$80,000; Worker's Compensation & Unemployment purposes \$240,000. Number of bond issues of the community college district which have not been paid in full: 1.

The Certificate of Tax Levy shall be filed with the county clerk of each county in which any part of the community college district is located on or before the last Tuesday in December 2012.

The CEO recommended approval.

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

#9-D. Health Savings Accounts, Calendar Year 2013: In February of 2010 the Board approved the offering of a Qualified High Deductible Health Plan (District Plan) to all non-faculty employees. The Board also implemented a plan allowing Health Savings Accounts (HSA) that enabled qualified employees in the District Plan to set aside money in pre-tax dollars.

Pursuant to the new faculty contract, bargaining unit faculty will be eligible to participate in the High Deductible Health Plan, effective January 1, 2013. In the contract, the Board agreed to a \$1,000 HSA contribution for both calendar years 2013 and 2014 for faculty. Since the HSA program requires equal contributions, the Board will also need to contribute \$1,000 to each non-bargaining unit employee's HSA.

The Board normally establishes the amount of the District's contribution to the District Plan participant's HSA prior to the beginning of the open enrollment period which will be the last week in October to December 7, 2012. The District has made the following contribution to each qualified employee's HSA since implementation:

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

The District's high deductible plan has been very successful in reducing health insurance premium increases. The CEO recommended that the Board make a \$1,000 contribution for Calendar Year 2013 to each qualified employee's HSA.

Board Action: Trustee Michael Correll made a motion to approve a \$1,000 contribution for Calendar Year 2013 to each qualified employee's Health Savings Account. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-E. Consideration and Action on a Resolution Ratifying the Order Calling the Bond Issuance Notification Hearing: At the September 18, 2012, Board meeting, the Board retained, as its underwriter, First Mid-State, Inc. and as bond counsel the firm of Chapman and Cutler. The underwriter and bond counsel were authorized to prepare the necessary documents for the proposed issuance of \$4,690,000.00 in bonds.

Pursuant to this authorization, the underwriter and bond counsel prepared the required notice of intent to issue bonds which was published October 5, 2012. Chairman G. Andrew Fischer authorized the publication of this notice.

The following notice was published concerning the intent of the Board of Trustees to issue bonds.

NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF THE BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529 COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON, JASPER, LAWRENCE, WABASH, WAYNE AND WHITE AND STATE OF ILLINOIS TO SELL \$2,690,000 PROTECTION, HEALTH AND SAFETY BONDS AND \$2,000,000 WORKING CASH FUND BONDS

PUBLIC NOTICE IS HEREBY GIVEN that Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "District"), will hold a public hearing on the 16th day of October, 2012, at 7:00 o'clock P.M. The hearing will be held in the Foundation Hall Building at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds of the District in the amount of \$2,690,000 for the purpose of altering and repairing its physical facilities for energy conservation, health or safety, environmental protection or handicapped accessibility purposes and \$2,000,000 for the purpose of increasing the working cash fund of the District.

By order of the Chairman of the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

Although Chairman Fischer is authorized by law to order the publication of the notice of intent to issue bonds, the underwriter and bond counsel wish to have the Board formally ratify the Chairman's publication of the notice. The CEO recommended the Board's ratification of the resolution which follows.

RESOLUTION ratifying the Chairman's order calling a public hearing concerning the Board's intent to sell bonds of Illinois Eastern Community College District No. 529, Counties of

Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois pursuant to the Bond Issue Notification Act of the State of Illinois.

* * *

WHEREAS, Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), is a duly organized and existing Community College District created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, on September 18, 2012, the Chairman of the Board of Trustees of the District (the “*Chairman*”) issued an order calling a public hearing (the “*Order*”) concerning the intent of the Board of Trustees of the District (the “*Board*”) to issue protection, health and safety bonds and working cash fund bonds of the District:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. The Order. The Board hereby ratifies the Order executed by the Chairman calling a public hearing for the 16th day of October, 2012 at 7:00 P.M.

Section 3. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. Repealer and Effective Date. All resolutions and parts of resolutions in conflict herewith be and the same are hereby repealed and that this Resolution be in full force and effect forthwith upon its adoption.

Board Action: Trustee William Hudson made a motion to adopt the foregoing resolution ratifying the Chairman’s order calling a public hearing concerning the Board’s intent to sell bonds, 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, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-F. Public Hearing Concerning the Intent of the District to Sell Protection, Health and Safety Bonds and Working Cash Fund Bonds: At 7:15 o’clock P.M., the Chairman announced that the next agenda item for the Board of Trustees was a public hearing (the “*Hearing*”) to receive public comments on the proposal to sell \$2,690,000 Protection, Health and Safety Bonds (the “*Life Safety Bonds*”) for the purpose altering and repairing its physical facilities for energy conservation, health or safety, environmental protection or handicapped

accessibility purposes and on the proposal to sell \$2,000,000 Working Cash Fund Bonds (the “*Working Cash Fund Bonds*”) for the purpose of increasing the working cash fund of the District and explained that all persons desiring to be heard would have an opportunity to present written or oral testimony with respect thereto.

The Chairman opened the discussion and explained that the reasons for the proposed issuance of the Life Safety Bonds were as follows: to alter and repair the District’s physical facilities for energy conservation, health or safety, environmental protection or handicapped accessibility purposes.

Whereupon the Chairman asked for additional comments from the Trustees of the Board of Trustees. Additional comments were made by the following: None.

Written testimony concerning the proposed issuance of the Life Safety Bonds was read into the record by the Secretary and is attached hereto as *Exhibit I*. None.

Whereupon the Chairman asked for oral testimony or any public comments concerning the proposed issuance of the Life Safety Bonds. Statements were made by the following: None.

The Chairman then announced that all persons desiring to be heard had been given an opportunity to present oral and written testimony with respect to the proposed issuance of the Life Safety Bonds. The Chairman opened the discussion and explained that the reasons for the proposed issuance of the Working Cash Fund Bonds were as follows: to increase the working cash fund of the District.

Whereupon the Chairman asked for additional comments from the Trustees of the Board of Trustees. Additional comments were made by the following: None.

Written testimony concerning the proposed issuance of the Working Cash Fund Bonds was read into the record by the Secretary and is attached hereto as *Exhibit II*. None.

Whereupon the Chairman asked for oral testimony or any public comments concerning the proposed issuance of the Working Cash Fund Bonds. Statements were made by the following: None.

The Chairman then announced that all persons desiring to be heard had been given an opportunity to present oral and written testimony with respect to the proposed issuance of the Working Cash Fund Bonds.

Trustee Wolfe moved and Trustee Carlson seconded the motion that the Hearing be finally adjourned. After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion. Upon the roll being called, the following Trustees voted: AYE: G. Andrew Fischer, Marilyn Wolfe, Logan Carlson, Brenda Culver, John D. Brooks, Michael Correll, Gary Carter and William C. Hudson, Jr.

The following Trustees voted NAY: None.

Whereupon the Chairman declared the motion carried and the Hearing was finally adjourned.

#9-G. Eligibility for Special Tax Levy: The Public Community College Act allows districts eligible for equalization to levy up to the combined state-wide average tax rate for education and operations and maintenance purposes if the District is currently levying less than that amount. The Illinois Community College Board has certified that the average tax rate for education and operations and maintenance purposes is 25.83 cents per \$100.00 of equalized

assessed valuation. Therefore, the District is eligible to levy an additional .83 cents of taxes, which would generate estimated additional tax revenue of \$105,501.00. If the Board were to utilize this additional levy authority, such levy would be subject to a back door referendum. The Board of Trustees has never utilized this additional tax authority and the CEO recommended that it not levy the additional .83 cents.

Board Action: Trustee Marilyn Wolfe made a motion to note that the Board acknowledges and has considered its eligibility to levy the additional tax, but that Illinois Eastern Community Colleges elects to not levy the additional tax for which the District is eligible. Trustee John Brooks seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-H. Tuition Increase Required by Equalization: For eligibility for equalization funding, qualified districts must maintain a minimum tuition and universal fee rate that is equal to 85% of the state-wide average tuition and universal fee rate. The Illinois Community College Board has notified the IECC District that the minimum tuition and universal fee rate required to qualify for fiscal year 2014 equalization funding has been established as \$91.71 per semester hour, which is 85% of the fiscal year 2013 statewide average tuition and universal fee rate.

Therefore, for Illinois Eastern to qualify, tuition and universal fees will have to be increased by at least \$2.71. The example of tuition and fees follows:

Fiscal year 2013 statewide average tuition and universal fee rate:	\$107.89
85% of the fiscal year 2013 average tuition and universal fee rate:	\$ 91.71
Current IECC tuition	\$ 74.00
Current IECC universal fee (technology fee)	\$ 5.00
Current IECC student support fee	\$ 10.00
Total current tuition and universal fees	\$ 89.00
Proposed increased IECC tuition	\$ 77.00
Universal fee (technology fee)	\$ 5.00
IECC student support fee	\$ 10.00
Total proposed increased tuition and universal fees	\$ 92.00

The CEO recommended approval of the proposed increase in tuition, effective Summer Term 2013.

Board Action: Trustee Gary Carter made a motion to approve the proposed increase in tuition effective Summer Term 2013, as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-I. Employee Health and Dental Insurance Renewal: Blue Cross Blue Shield (BCBS) has proposed a 5.6% average rate increase for District employee’s health coverage and a 4.5% reduction in dental rates. Beginning in calendar year 2010, the District implemented a “Qualified High Deductible Health Plan” (QHDHP) to hold down the cost of providing health care coverage to District employees and to reduce the size of annual health insurance premium increases. The District also created Health Savings Accounts (HSA) and implemented a Medical Reimbursement Plan (MRP) for eligible employees.

The District’s QHDHP and MRP have been successful in reducing the size of increases of the District’s annual health care premiums. The recent history of the District’s health rate increases follow.

September 1, 2009 – August 30, 2010	15.0 % Average Increase
September 1, 2010 – December 31, 2010	10.4 % Average Increase
January 1, 2011 – December 31, 2011	8.5 % Average Increase
January 1, 2012 – December 31, 2012	7.2 % Average Increase
January 1, 2013 – December 30, 2013	5.6 % Average Increase

Bargaining unit faculty become eligible to participate in the QHDHP effective January 1, 2013 and a significant shift of participants from the Optional (PPO) Plan to the QHDHP is anticipated.

BCBS has proposed a 4.5% decrease in dental premiums. The District’s dental plan covers all employees.

The CEO recommended acceptance of the renewal as proposed by BCBS of Illinois, to be effective January 1, 2013 to December 31, 2013.

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

#9-J. Insurance Service Agreement: The District currently covers property and casualty insurance on a July 1 – June 30 fiscal year basis. At the Board meeting when the District renewed its property and casualty coverage, the Trustees suggested that property and casualty coverage should be re-bid. The administration is in the process of bidding property and casualty coverage. The new coverage would be effective July 1, 2013.

JW Terrill (JWT) has advised the administration for several years on insurance matters. To prepare a request for proposal and review all bids submitted, JWT anticipates a cost between \$5,180.00 and \$7,000.00.

The CEO recommended approval to contract with JW Terrill to expend an amount under a service agreement in the amount of \$5,180.00 to \$7,000.00.

Board Action: Trustee John Brooks made a motion to approve an insurance service agreement with JW Terrill as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks,

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

#9-K. Affiliation Agreement with Lawrence County Ambulance – Emergency

Response: IECC wishes to enter into a new affiliation agreement with Lawrence County Ambulance, located in Lawrenceville, Illinois. This affiliation agreement is for the FCC Emergency Response Program and is the standard affiliation agreement for this program. The CEO recommended approval.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the Emergency Response Program with Lawrence County Ambulance, Lawrenceville, Illinois, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-L. Affiliation Agreement with Williamson County Ambulance – Emergency

Response: IECC wishes to enter into a new affiliation agreement with Williamson County Ambulance, located in Marion, Illinois. This affiliation agreement is for the FCC Emergency Response Program and is the standard affiliation agreement for this program. The CEO recommended approval.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the Emergency Response Program with Williamson County Ambulance, Marion, Illinois, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-M. Affiliation Agreement with Edwards County Ambulance – Emergency

Response: IECC wishes to enter into a new affiliation agreement with Edwards County Ambulance, located in Albion, Illinois. This affiliation agreement is for the FCC Emergency Response Program and is the standard affiliation agreement for this program. The CEO recommended approval.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the Emergency Response Program with Edwards County Ambulance, Albion, Illinois, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-N. Affiliation Agreement with Wolf Eye Care – Medical Office Assistant: IECC wishes to enter into a new affiliation agreement with Wolf Eye Care, located in Newton, Illinois. This affiliation agreement is for the OCC Medical Office Assistant Program and is the standard affiliation agreement for this program. The CEO recommended approval.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the Medical Office Assistant Program with Wolf Eye Care, Newton, Illinois, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-O. Affiliation Agreement with Richland County Health – Medical Office Assistant: IECC wishes to enter into a new affiliation agreement with Richland County Health, located in Olney, Illinois. This affiliation agreement is for the OCC Medical Office Assistant Program and is the standard affiliation agreement for this program. The CEO recommended approval.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the Medical Office Assistant Program with Richland County Health, Olney, Illinois, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-P. Affiliation Agreement with Cotillion Ridge Nursing Center – Basic Nurse Assistant: IECC wishes to enter into a new affiliation agreement with Cotillion Ridge Nursing Center, located in Robinson, Illinois. This affiliation agreement is for the LTC Basic Nurse Assistant Program and is the standard affiliation agreement for this program. The CEO recommended approval.

Board Action: Trustee John Brooks made a motion to approve the affiliation agreement for the Basic Nurse Assistant Program with Cotillion Ridge Nursing Center, Robinson, Illinois, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#9-Q. Addendum to Affiliation Agreement with Women’s Hospital – ADN: IECC wishes to enter into an addendum agreement to the current affiliation agreement with Women’s Hospital, located in Newburgh, Indiana. This addendum agreement is for the IECC Associate Degree Nursing Program. The CEO recommended approval.

Board Action: Trustee John Brooks made a motion to approve the addendum agreement to the current affiliation agreement for the Associate Degree Nursing Program with Women's Hospital, Newburgh, Indiana, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – “Bid Committee Report” – None.

AGENDA #11 – “District Finance” – The following district financial matters were presented:

#11-A. Financial Reports: The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of September 30, 2012. Roger Browning, Chief Finance Officer/Treasurer, reported that the District currently has 5.7 months of operating funds available.

#11-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for October 2012, totaling \$759,008.87, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Marilyn Wolfe made a motion to approve payment of district financial obligations for October 2012, in the amounts listed, and payments from the revolving fund for September 2012. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #12 – “Chief Executive Officer's Report” – CEO Terry Bruce reported that the District is still very concerned over enrollment, which is currently down by about 10% from one year ago.

AGENDA #13 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #14 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session at the regular meeting, Tuesday, September 18, 2012.

AGENDA #15 – “Approval of Personnel Report” – The CEO presented the following amended Personnel Report and recommended approval.

400.1. Employment of Personnel

A. Faculty

2012.

1. Leonard Mitchell, Workforce Education Instructor, WED, effective October 17,

B. Classified

1. Kyle Thomas, Library Assistant, OCC, effective October 18, 2012.
2. Timothy Wease, Custodian, OCC, effective November 1, 2012.

400.2. Administrative Guidelines Changes

A. Administrative Guidelines Change for Part-time Faculty

1. Part-time Faculty Pay Rate

<u>Rate</u>	<u>Effective Date</u>
\$396 per equated load hour	Spring 2013
\$419 per equated load hour	Spring 2014

2. Part-time Internships/Independent Study Rate (Fall and Spring)

<u>Rate</u>	<u>Effective Date</u>
\$44 per student/per credit hour	Spring 2013
\$45 per student/per credit hour	Spring 2014

3. Part-time Internships/Independent Study Rate (Summer)

<u>Rate</u>	<u>Effective Date</u>
\$51 per student/per credit hour	Summer 2013
\$52 per student/per credit hour	Summer 2014

4. Retired IECC Faculty Rate

<u>Rate</u>	<u>Effective Date</u>
\$515 per equated load hour	Spring 2013
\$530 per equated load hour	Spring 2014

400.3. Special Assignment

A. Extra-Curricular

1. Nixie Hnetkovsky, Faculty Director of Student Learning Assessment, \$15,000 per year and 12 hours release time (6 in Fall and 6 in Spring), effective Spring 2013.

400.4. Request for Approval of Proposed Non-College Employment

A. Faculty

Cynthia Boyce, Applebee's, Vincennes, IN, approximate time per academic year 33 days/250 hours mainly during summer.

400.5. Resignation

A. Classified

1. Nicole Weber, Program Advisor, TRiO Educational Talent Search, DO (GR), effective October 6, 2012.

Personnel Report Addendum

400.6. Employment of Personnel

A. Classified

1. Veralee Atkins, Program Advisor, TRiO Talent Search (GR), DO, effective October 22, 2012.

2. Jessica Parrent, Transition/Data Technician (GR) FCC (OCC), effective October 18, 2012.

400.7. Request for Approval of Proposed Non-College Employment

A. Faculty

Andrea Gere, University of Southern Indiana, Evansville, IN, approximate time per academic year 36-54 hours, Spring 2013.

#15-A. Board Action to Amend Personnel Report: Trustee John Brooks made a motion to amend the Personnel Report, to add an addendum containing Sections 400.6 and 400.7, as recommended. Student Trustee Logan Carlson seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared that the "Ayes" have it and the motion carried.

#15-B. Board Action to Approve Amended Personnel Report: Trustee Marilyn Wolfe made a motion to approve the foregoing amended Personnel Report as recommended. Student Trustee Logan Carlson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, yea; Gary Carter, yea; Michael Correll, yea; Brenda Culver, nay; Andrew Fischer, yea; William Hudson, yea; Marilyn Wolfe, yea. Student advisory vote: Yea. Trustees absent: None. The motion having received 6 yea votes and 1 nay vote, the Chair declared the motion carried.

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

AGENDA #17 – “Other Items” – None.

AGENDA #18 – “Adjournment” – Trustee Gary Carter made a motion to adjourn. Student Trustee Logan Carlson seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:10 p.m.

Approved: Chairman: _____

Secretary: _____

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

A. Visitors and Guests

B. IECEA Representatives

Agenda Item #4

Public Comment

Agenda Item #5

Reports

A. Trustees

B. Presidents

C. Cabinet

Agenda Item #6

Policy First Reading (and Possible Approval)

Agenda Item #6A

A. Nursing Student Progression/Remediation Policy

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 20, 2012
RE: Nursing Student Progression/Remediation Policy (500.23)

The Nursing faculty and President Rodney Raney continue to improve the Nursing testing program. For several years the District has required an on-line review course that was very successful in indicating student learning deficiencies before they took the NCLEX exam. The on-line review course is no longer available and a replacement review course has not been found that meets the needs of the District's nursing program.

The District Nursing Program has used the Health Education Systems Incorporated (HESI) program as an exit exam to prepare students for taking the on-line computerized NCLEX examination. A nursing student must successfully complete the NCLEX before they can be licensed in Illinois, so preparation for the NCLEX is very important to the Nursing program.

The company that developed HESI has now developed a computerized adapted testing exam (HESI CAT) that mimics the NCLEX. Under the proposal, students would be required to take the HESI CAT to see how well they are doing on course content. Based on the test score and class performance, the student would be asked to work with the faculty in the development of an individualized study plan and answer additional PrepU questions. PrepU is a product the faculty is already using and students would not have to purchase anything additional.

Under the change proposal, a student would take the HESI CAT in April, then the HESI exit exam at the end of the term. If they are not successful with HESI exit exam, they would complete additional PrepU questions for remediation. Under both scenarios, they would then take the NCLEX.

After all the changes requested, the total cost to the student will actually be reduced by \$65.00 and provide an experience that more closely resembles the NCLEX and allow us to use the HESI as a true exit exam.

I ask the Board's approval of this revised nursing student progression and remediation policy.

TLB/rs

Attachment

STUDENT – 500

Nursing Student Progression/Remediation Policy (500.23) PROPOSAL

Date Adopted: November 20, 2012

Effective: Spring 2013

Each RN nursing student will be required to achieve a minimum passing score of 850 on the Health Education System, Inc. (HESI) computerized exit exam for nurses or an equivalent standardized nursing exit exam which is approved by the Associate Dean of Nursing and Allied Health. Each LPN nursing student will be required to achieve a minimum passing score of 700 on the Health Education System, Inc. (HESI) computerized exit exam for nurses or an equivalent standardized nursing exit exam which is approved by the Associate Dean of Nursing and Allied Health. The required score and the approved nursing exit exam will be specified in the applicable course syllabus for NUR 1206, PNC 1216, or NUR 2205 offered in the last semester of either the LPN or the RN program. ~~If the required score is not achieved in the first attempt, remediation and completion of the required live NCLEX review will be required before the student will be approved to take the standardized nursing exit exam a second time. If the student fails to achieve the required score on the second attempt of the standardized nursing exit exam, the student will be required to successfully complete an approved on-line review course prior to receiving the grade earned for the NUR 1206, PNC 1216 or NUR 2205 course. No requirements to take additional standardized nursing exams will be required. In all instances, the student will be required to pay the cost of additional applications for the standardized nursing exit exam and any cost of remediation/reviews.~~ If the minimum score is not achieved, the student will be required to successfully complete remediation as assigned by faculty.

Agenda Item #6B

Academic Integrity Policy 500.24

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 20, 2012
RE: Academic Integrity Policy 500.24

The District has been reviewing current policies as the Higher Learning Commission (HLC) visit scheduled for Spring 2015 approaches. The HLC requires the District to have an academic integrity policy in place. The District currently does not have a District-wide policy, but academic integrity is required by every faculty member.

Therefore, to meet the HLC requirements, a District Academic Integrity Policy is being presented to the Board for its consideration. The Academic Integrity Policy is violated whenever a student obtains unauthorized assistance, or gives fraudulent assistance to another student, or represents the work of others as his or her own, or fabricates data, or uses technology to gain an academic advantage.

If a student were to violate the Academic Integrity Policy, they may receive a failing grade for the assignment or a failing grade for the course or suspension from the class or administrative withdrawal from the course or administrative withdrawal from the student's major or academic dismissal from the District.

In all instances, the student would have the existing rights to appeal the decision made by the instructor or the dean.

I recommend Board approval of the attached Academic Integrity Policy.

TLB/rs

Attachment

STUDENT - 500

Academic Integrity Policy (500.24) PROPOSAL

Date Adopted: November 20, 2012

Illinois Eastern Community Colleges is committed to Academic Integrity and believes in responsibility, honor/truth, fairness, respect/self-respect, and compassion free from fraud or deception. This implies that students are expected to be responsible for their own work and that faculty and academic support services staff members will take reasonable precaution to prevent the opportunity for academic dishonesty.

Violations (includes but are not limited to)

The District recognizes the following general categories of violations of academic integrity, with representative examples of each. Academic Integrity is violated whenever a student:

- A. Uses or obtains unauthorized assistance in any academic work.
 - Copying from another student's exam.
 - Using notes, books, electronic devices or other aids of any kind during an exam when prohibited.
 - Stealing an exam or possessing a stolen copy of an exam.
- B. Gives fraudulent assistance to another student.
 - Completing graded academic activity or taking an exam for someone else.
 - Giving answers to or sharing answers with another student before, during or after an exam or other graded academic activity.
 - Sharing answers during an exam by using a system of signals.
- C. Knowingly represents the work of others as his/her own, or represents previously completed academic work as current.
 - Submitting a paper or other academic work for credit which includes words, ideas, data or creative work of others without acknowledging the source.
 - Using another author's words without enclosing them in quotation marks, without paraphrasing them or without citing the source.
 - Submitting the same paper or academic assignment to another class without the permission of the instructor.
- D. Fabricates data in support of an academic assignment.
 - Falsifying bibliographic entries.
 - Submitting any academic assignment which contains falsified or fabricated data or results.
- E. Inappropriately or unethically uses technological means to gain academic advantage.
 - Inappropriately or unethically acquiring material via the Internet or by any other means.

- Using any electronic or hidden devices for communication during an exam.

Each instructor and academic support service area is authorized to establish specific guidelines consistent with this policy.

Consequences for Violations of Academic Integrity

The following is a non-inclusive summary of consequences that may result from a student who violates this policy.

- A failing grade for the assignment in question.
- A failing grade for the course.
- An immediate suspension from the class for one or more class sessions.
- Administrative withdrawal from the course in question.
- Administrative withdrawal from the student's major or related majors as determined by the Dean.
- Suspension or academic dismissal from IECC.

Appeals

The student has a right to appeal the decision of the instructor or the Dean. The complaint process is listed in the IECC district catalog and in the Policy and Procedures manual under 100.16.

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: Terry L. Bruce
DATE: November 20, 2012
RE: Technology Plan

The District develops a five year technology plan, which is updated on an annual basis. An information technology committee reviews the technology needs of the District and submits a report to the Board.

The technology plan for Fiscal Years 2013-2017 allocates \$540,000 per year for each of the five years for a total five year plan which expends \$2,700,000.00.

Changes proposed for the Fiscal Year 2013 include additional funding for a new learning management system (LMS). The District's current LMS is Angel, which the District is very satisfied with. But, Angel's biggest competitor, Blackboard, has purchased Angel and dramatically increased the cost of that LMS. After a major review, the District has selected Desire2Learn (D2L). The decision to purchase D2L is a major undertaking and will require a great deal of consulting and training to implement the new LMS. Those increased costs are also included in the technology plan.

In addition, the plan reduces the budget for computer replacements due to computer price reductions which allowed the District last year to meet all computer replacement requests at a lesser cost. Further, the plan decreases network and server budgets because the new LMS will allow us some offsite use of storage capacity.

Alex Cline and his staff are to be commended for the leadership provided in developing the technology plan.

I ask the Board's approval of the technology plan.

TLB/rs

Attachment

Illinois Eastern Community Colleges

TECHNOLOGY PLAN FY 2013 - 2017



Frontier Community

Lincoln Trail

Olney Central

Wabash Valley

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TECHNOLOGY COMMITTEE MEMBERS

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

Jennifer Barthelemy, LTC
Roger Browning, DO
Chris Cantwell, DO
Alex Cline, DO
Jeff Cutchin, OCC
Matt Fowler, WVC
Kathy Harris, LTC
Tim Taylor, FCC

INFORMATION TECHNOLOGY STAFF

IECC is fortunate to have very 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

Jack Dunn, Communications Analyst
Jeff Gumbel, Coordinator of Web/Online Learning Services
Carrie Hallam, IT Trainer/Support
Jackie Shamhart, Helpdesk/Computer Technician
Paul Tait, Network Technician
Cindy Wingert, Database Specialist
Jay Zwilling, Network/Web Technician

FCC

Chad Noble, IT Technician

LTC

Chuck Bennett, IT Technician

OCC

Chad Schuetz, IT Technician

WVC

Bobby Moyes, IT Technician

Submitted to Cabinet:

Submitted to Board of Trustees:

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

MISSION

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

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;
- academic programs and institutional services that are reviewed and revised on a scheduled timeframe with a focus on accountability relative to planning, student and program assessment, and learning outcomes;
- development of partnerships with pre-K through high schools allowing for the smooth transition and progression of students through life-long learning;
- 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 multi-cultural 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 2013-2017

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 2013 – FY 2017 Technology Plan serves as a review of FY 2012 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 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. Empowering IECC through information technology entails supporting the academic experience for students, strengthening the mission of faculty and staff, and expanding the district’s ability to serve the community.

FISCAL YEAR 2012 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 FY 2012 projects.

STATUS UPDATE

Network Infrastructure

<i>PROJECT</i>	<i>STATUS</i>	<i>NOTES</i>
Network Equipment	✓ Completed	Purchased network switches, and load balancers to increase Internet bandwidth utilizing DSL circuits.
Wireless Network Equipment	✓ Completed	Purchased controller and wireless access points to manage and expand wireless networks.
Network Servers and Storage	✓ Completed	Purchased and implemented additional storage clusters to support virtual server farm.

Telecommunications

<i>PROJECT</i>	<i>STATUS</i>	<i>NOTES</i>
Emergency Notification System	✓ Completed	Purchased the e2Campus emergency notification system.

Software

<i>PROJECT</i>	<i>STATUS</i>	<i>NOTES</i>
Computer Software Licenses	✓ Completed	The following District-wide software licenses were purchased: Microsoft Desktop Bundle, Antivirus, Ghost, Deepfreeze, Backup Exec, Angel, File Maker Pro, MARS, Survey Tracker and Compass.
Online Software Subscriptions	✓ Completed	The following district-wide LRC software subscriptions were also purchased: Lexis Nexis, The Chronicle of Higher Education, Facts on File, Literary Reference Center and CQ Researcher

Other Technology Resources

<i>PROJECT</i>	<i>STATUS</i>	<i>NOTES</i>
Personal Computer Replacements	✓ Completed	Purchased computer and monitor replacements. See Appendix A.
Other Technology Needs	✓ Completed	Purchased technology equipment and software based on campus needs.
Computer Projection Units	✓ Completed	Purchased projectors and TVs for classroom use.

FIVE YEAR TECHNOLOGY GOALS FY 2013 – FY 2017

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.

Note: Please refer to the budget on page 8 for years projects are scheduled.

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

Activity 1: Upgrade the hardware 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.

Activity 2: The IECC district utilizes laptops to communicate with the Board of Trustees. As with all personal computers, the laptops must be upgraded every four to five years.

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

Activity 1: Upgrade the existing local area network equipment. Increases in both instructional and administrative network applications drive the need for faster network access; therefore, we must annually upgrade the networking switches and routers to accommodate the traffic demands.

Activity 2: Expand wireless network access at each of the college campuses by purchasing additional access points and control switches.

Activity 3: Upgrade network servers and data storage equipment to support various applications throughout the district. See Appendix B for a detail equipment list.

Activity 4: 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: Purchases software applications such as the Microsoft Office Suite, Microsoft Windows and Norton Antivirus, just to name a few. 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

Purchase new Learning Management System (LMS) subscription. Due to changes in the LMS market, the district is planning to move from Angel to Desire2Learn (D2L) for online courses. D2L will be a cloud-based system and will provide many additional features.

Activity 2: 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. See Appendix B.

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: \$25,000, LTC: \$25,000, OCC: \$25,000, WVC: \$25,000, WE: \$15,000.

Activity 3: Purchase classroom display units, large format displays and Apple TVs to display computer and tablet images on a large screen.

Activity 4: Purchase consulting hours or training to support technology projects.

Technology Plan Budget FY 2013 - 2017

Administrative Systems

<u>Activity</u>	<u>Description</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>TOTALS</u>
1	HP 9000 Hardware Upgrade	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00
2	Laptop Upgrades	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00
Administrative Systems Totals		\$0.00	\$20,000.00	\$0.00	\$10,000.00	\$0.00	\$30,000.00

Network Infrastructure

<u>Activity</u>	<u>Description</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>TOTALS</u>
1	Network Equipment	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$125,000.00
2	Wireless Network Equipment	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	\$45,000.00
3	Network Servers and Storage	\$25,000.00	\$40,000.00	\$40,000.00	\$45,000.00	\$40,000.00	\$190,000.00
4	Network Power Backup and Surge Protection	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$25,000.00
Network Infrastructure Totals		\$70,000.00	\$70,000.00	\$85,000.00	\$75,000.00	\$85,000.00	\$385,000.00

Telecommunications

<u>Activity</u>	<u>Description</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</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
Telecommunications Totals		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$25,000.00

Software

<u>Activity</u>	<u>Description</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</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	\$30,000.00	\$30,000.00	\$30,000.00	\$140,000.00
Software Totals		\$155,000.00	\$155,000.00	\$160,000.00	\$160,000.00	\$160,000.00	\$790,000.00

Other Technology Resources

<u>Activity</u>	<u>Description</u>	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>TOTALS</u>
1	Computer Replacements	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$750,000.00
2	Other Technology Needs	\$115,000.00	\$115,000.00	\$115,000.00	\$115,000.00	\$115,000.00	\$575,000.00
3	Classroom Computer Display Units/Apple TVs	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$75,000.00
4	Special Project Consulting/Training	\$30,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$70,000.00
Other Tech Resources Totals		\$310,000.00	\$290,000.00	\$290,000.00	\$290,000.00	\$290,000.00	\$1,470,000.00
Totals		\$540,000.00	\$540,000.00	\$540,000.00	\$540,000.00	\$540,000.00	\$2,700,000.00

Appendix A – FY 2012 Computer Replacements

FY 2012 Technology Plan Computer Replacements (8079D5)				
Location	Description	Cost	Quantity	Total
DO	Desktop	\$823.60	4	\$3,294.40
DO	Desktop	\$1,027.00	2	\$2,054.00
DO	Monitor	\$270.00	2	\$540.00
DO	Desktop	\$548.57	1	\$548.57
FCC	Desktop	\$548.57	56	\$30,719.92
FCC	Desktop - Dual Video Card	\$603.78	12	\$7,245.36
LTC	Desktop	\$548.57	55	\$30,171.35
LTC	Desktop - Dual Video Card	\$603.78	4	\$2,415.12
LTC	17" Notebook	\$688.00	4	\$2,752.00
OCC	Desktop	\$548.57	79	\$43,337.03
WVC	Desktop	\$548.57	77	\$42,239.89
International	Computer	\$548.57	5	\$2,742.85
International	Monitor	\$136.00	2	\$272.00
WE	Desktop	\$548.57	4	\$2,194.28
	Total Cost			\$170,526.77

Appendix B – Projected FY 2013 Computer Replacements

FY 2013 Technology Plan Computer Replacements (8079D5)				
Location	Description	Cost	Quantity	Total
DO	Desktop	\$559.00	5	\$2,795.00
FCC	Desktop	\$559.00	38	\$21,242.00
LTC	Desktop	\$559.00	65	\$36,335.00
OCC	Desktop	\$559.00	81	\$45,279.00

OCC	Desktop - Dual Video Card	\$650.00	4	\$2,600.00
WVC	Desktop	\$559.00	63	\$35,217.00
WVC	Monitor	\$121.00	20	\$2,420.00
	Standard Desktop Computer Total		189	\$140,868.00
	Computer with Dual DVI Video Card Total		4	\$2,600.00
	Total Computers		193	\$143,468.00
	Total Cost			\$145,888.00

Appendix C – Server List

Server Name	Description	Implementation Date	Estimated Replacement Date	Approx Cost
VIRTUAL	Virtual Infrastructure Servers/VMWare		FY2013	10,000.00
FMS	FileMaker Database Server		FY2013	7,500.00
FMWEB	FileMaker Web Server		FY2013	7,500.00
VDI	Virtual Desktop Initiative		FY2014	\$40,000.00
MYFCC	Campus File Server	July 1, 2010	FY2015	\$5,000.00
MYLTC	Campus File Server	July 1, 2010	FY2015	\$5,000.00
MYOCC	Campus File Server	July 1, 2010	FY2015	\$5,000.00
MYWVC	Campus File Server	July 1, 2010	FY2015	\$5,000.00
MYEDS	File Server	July 1, 2010	FY2015	\$5,000.00
VIRTUAL	Virtual Infrastructure Servers/Storage		FY2015	\$15,000.00
VDI	Virtual Desktop Initiative		FY2016	\$20,000.00
VIRTUAL	Virtual Infrastructure Servers/Storage		FY2016	\$25,000.00
INB/SSB	Banner Form Server		FY2017	\$7,500.00
RED CONDOR	Spam Filter		FY2017	\$7,500.00
ADDO	Active Directory Server		FY2017	\$5,000.00
ADWVC	Active Directory Server		FY2017	\$5,000.00
VIRTUAL	Virtual Infrastructure Servers/VMWare		FY2017	\$15,000.00

TOTALS:

	FY2013	\$25,000.00
	FY2014	\$40,000.00
	FY2015	\$40,000.00
	FY2016	\$45,000.00
	FY2017	\$40,000.00

Agenda Item #8B

Holiday Calendar

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 20, 2012
RE: 2013 Holiday Calendar

Attached is a proposed schedule of holidays for Illinois Eastern Community Colleges' full-time staff for Calendar Year 2013. There is no change in the number of holidays from previous years.

I request Board approval of the 2013 Holiday Calendar.

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES

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

Calendar Year 2013

Monday	January 21	Martin Luther King Jr. Day
Monday	February 18	President's Day
Friday	March 29	Spring Break
Monday	May 27	Memorial Day
Thursday	July 4	Independence Day
Monday	September 2	Labor Day
Monday	October 14	Columbus Day
Monday	November 11	Veteran's Day
Thursday Friday	November 28 November 29	Thanksgiving
Thursday	December 19, 20, 23, 24 December 25 December 26, 27, 30, 31 January 1, 2014	Winter Break Christmas Winter Break New Year's Day

11/01/12

Agenda Item #8C

Joint Agreement with Lewis & Clark Community College

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 20, 2012
RE: Joint Agreement between IECC and Lewis and Clark Community College

Attached is the Joint Agreement between Illinois Eastern and Lewis and Clark Community College. The only change to this agreement from last year is:

IECC - Title Change
Changed Health Information Management to Electronic Medical Records (Certificate)

I request Board approval of the joint agreement with Lewis and Clark Community College.

TLB/rs

Attachment

A JOINT AGREEMENT FOR EDUCATION COOPERATION
between
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
and
LEWIS AND CLARK COMMUNITY COLLEGE, DISTRICT #536

This agreement is made this 15th day of December, 2012 and entered into between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, and LEWIS AND CLARK COMMUNITY COLLEGE, DISTRICT #536 for the expressed purpose of providing additional educational programs to the students of each district involved in this agreement.

PURPOSE

It is the desire of the Districts entering into this agreement to expand educational services to the greatest number of students. The parties believe this agreement should be one of the means of implementing the State of Illinois Master Plan – Phase III in accomplishing a viable method of cooperation between the Parties involved in the agreement.

I. INSTITUTIONAL IDENTIFICATION

For the purposes of this agreement, the College district sending the students to another college will be referred to as the “Sending District,” and the college receiving students from another district will be referred to as the “Receiving District”.

II. EDUCATIONAL PROGRAMS

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 agrees to accept students from LEWIS AND CLARK COMMUNITY COLLEGE, DISTRICT #536, in the following programs:

Diesel Equipment Technology	AAS
Electronic Medical Records	Certificate
Horticulture	AAS/Certificate
Industrial Management	AAS
Mining Technology	AAS
Telecommunications Technology	AAS & Certificate

LEWIS AND CLARK COMMUNITY COLLEGE, DISTRICT #536, agrees to accept students from ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, in the following programs:

Dental Assisting	Certificate
Dental Hygiene	AAS/Certificate
Exercise Science	AAS
Occupational Therapy Assistant	AAS

STUDENT ENROLLMENT AND RESPONSIBILITY

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

Students shall be responsible and liable for their own transportation in destination to and from both the Sending and Receiving College.

The Receiving District shall be considered the home district for athletic eligibility and/or any other activity where the student officially represents an institution, as well as for Illinois State Military Scholarships and Illinois State Scholarship Commission Grants.

III. RECEIVING DISTRICT'S RESPONSIBILITIES

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

The Receiving District will maintain the official records which include the student's transcript, grades and other related records. The records and transcripts will clearly identify the fact that the student attended under the terms of the cooperative agreement. The Receiving College will award any certificate or degree earned by the student, while informing the Sending College of the award.

The Receiving District shall, at the end of each term, provide the Sending District with a listing of the Sending District's students and the number of hours they were enrolled during the preceding term.

V. FINANCE

The Receiving District shall claim apportionment (excluding equalization), DAVTE reimbursement and other state and any other federal reimbursement normally received for a student of its district. The Sending District will claim equalization, if appropriate. The Sending District will not pay charge-back to the Receiving College for any programs contained in this agreement.

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

Procedurally, students who wish to enroll at a Receiving District in one of the programs herein identified will secure from their Sending District a letter designating them as eligible to participate in the specific program covered by this Cooperative Agreement. This letter will either be sent directly to the Receiving District or given to the student.

VI. PUBLICITY AND CATALOG

The Sending College will list the educational programs of the Receiving College, which are included in this agreement, in its catalog and other informational brochures. Recruitment will be a coordinated effort with prior arrangements being made.

VII. AMENDMENTS TO AGREEMENT

This agreement will be reviewed as needed to make any revisions, additions or deletion of program or changes within a program.

VIII. TERMINATION

This agreement shall be terminated at any time by either ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, or LEWIS AND CLARK COMMUNITY COLLEGE, DISTRICT #536. In the event of such termination, students who have entered the educational programs covered under this agreement shall be allowed to complete said program.

The following commit the aforementioned agencies to this joint agreement:

ILLINOIS EASTERN COMMUNITY COLLEGES
District #529

LEWIS & CLARK COMMUNITY COLLEGE
District #536

Chief Executive Officer

Date

President

Date

Chairman, Board of Trustees

Date

Chairman, Board of Trustees

Date

Secretary, Board of Trustees

Date

Secretary, Board of Trustees

Date

Illinois Eastern Community Colleges and Lewis and Clark Community College do not discriminate on the basis of race, color, religion, gender, age, disability, or national origin.

Agenda Item #8D

Biennial Review Report Drug-Free Schools & Communities Act Report 2012

Agenda Item #8D

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 20, 2012
RE: Biennial Review Report 2012
Drug-Free Schools and Communities Act

The Drug-Free Schools and Campus Regulations, as articulated in the Education Department of General Administrative Regulations (EDGAR) Part 86.100, requires that, as a condition of receiving funds or any form of financial assistance under any federal program, an institution of higher education must certify that it has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

In order to certify the District's compliance with the Part 86 regulations, IECC is required to create a program that complies with the regulations as follows:

1. Annually notify each employee and student, in writing, of standards of conduct; a description of appropriate sanctions for violation of federal, state, and local law and campus policy; a description of health risks associated with Alcohol and Other Drug (AOD) use; and a description of available treatment programs.
2. Develop a sound method for distributing annual notification information to every student and staff member each year.
3. Conduct biennial review on the effectiveness of its Alcohol and Other Drug (AOD) programs and the consistency of sanction enforcement.
4. Maintain its biennial review report on file, so that, if requested by the U.S. Department of Education, the college can submit it.

Attached is IECC's 2012 Biennial Review and I ask the Board's approval of this report.

TLB/rs

Attachment

**Illinois Eastern Community Colleges
Biennial Review Report
Drug-Free Schools and Communities Act
November 20, 2012**

Certification Requirements

The Drug-Free Schools and Campus Regulations, as articulated in the Education Department General Administrative Regulations (EDGAR) Part 86.100, requires that, as a condition of receiving funds or any form of financial assistance under any federal program, an institution of higher education (IHE) must certify that it has adopted and implemented a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

In order to certify its compliance with the Part 86 regulations, an IHE must adopt and implement a drug prevention program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by all students and employees both on its premises and as part of its activities. Creating a program that complies with the regulations requires an IHE to do the following:

5. Annually notify each employee and student, in writing, of standards of conduct; a description of appropriate sanctions for violation of federal, state, and local law and campus policy; a description of health risks associated with Alcohol and Other Drug (AOD) use; and a description of available treatment programs.
6. Develop a sound method for distributing annual notification information to every student and staff member each year.
7. Conduct biennial review on the effectiveness of its Alcohol and Other Drug (AOD) programs and the consistency of sanction enforcement.
8. Maintain its biennial review report on file, so that, if requested by the U.S. Department of Education, the college can submit it.

**Illinois Eastern Community Colleges
Drug-Free Program and Policy**

Written Policy on Alcohol and Other Drugs and Student Conduct

Substance Abuse Policy (100.9)

The Board of Trustees recognizes the importance of a college environment which is free of substance abuse. Programs of education, rehabilitation and treatment are implemented to promote a substance-free college environment. The college environment includes students, employees and other persons participating in District 529-sponsored classes, programs, services and other activities and events. Substance abuse is defined as unauthorized possession, sale, transfer, purchase, or use of alcohol, unlawful narcotics, cannabis or any other controlled substance. Substance abuse within the college environment is prohibited. Students and employees involved in substance abuse within the college environment are subject to disciplinary action. Any illegal substance abuse instance will result in involvement of law enforcement officials. Additionally, the

Procedures Manual includes detailed procedures which are pursuant to IECC's Substance Abuse Policy (100.9) which include standards of conduct and a description of applicable legal sanctions for violation.

Drug-Free Workplace Policy (400.19)

Illinois Eastern Community Colleges has a duty to protect its employees, students and the public from dangers posed by the unlawful manufacture, distribution, dispensation, possession or use of drugs in the workplace. The college will take all reasonable steps to insure a drug-free workplace in its programs during the performance of any federal contract work. IECC policy strictly prohibits all employees engaged in performing federal contract work from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace.

Policy on Student Conduct (500.8)

Regulations shall be adopted for student conduct, based on the Board's belief that students are considered to have reached an age of responsible citizenship and are expected to conduct themselves in a responsible manner both on and off campus. Students, through the act of registration at one of the Illinois Eastern Community Colleges, obligate themselves to obey all rules and regulations which the institution formulates and publishes in the college catalog or the student handbook.

Biennial Review

As required by the Drug-Free Schools and Communities Act (DFSCA) and Drug and Alcohol Abuse Prevention Regulations, Part 86, Illinois Eastern Community Colleges conducts a Biennial Review by the end of every even-numbered calendar year and completes a Biennial Review Report on the effectiveness of our AOD program. The Biennial Review Report is kept on file at the IECC District Office, so that, if requested to do so by the U.S. Department of Education, IECC can submit it.

The Biennial Review indicates that IECC has developed and maintained a Substance Abuse Policy and a Drug-Free Workplace Policy, which are well publicized and distributed to the students, faculty, and staff. IECC provides information and services to promote a drug-free campus environment and ensures that disciplinary sanctions are enforced.

On July 18, 2012, the Board approved a revision to the Human Resources - Selection and Employment Policy (400.1) stating: "A recommendation for hire will be made only after completion and receipt of an acceptable criminal background check. Completion of a criminal background check for part-time employment will meet this requirement if done within 24 months of consideration for full-time employment." This new policy will assist in the continuing effort to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees.

Annual Notification and Distribution of Policy

Annually, each employee and student receive, in writing, IECC's policies which are in compliance with the Drug-Free Schools and Communities Act and include IECC's Substance Abuse Policy, Drug-Free Workplace Policy, Student Conduct Policy, health risks associated with alcohol and other drug use, and available prevention and treatment programs in the area. Additionally, Illinois Eastern Community Colleges Drug-Free Schools and Community Act information is located in the college catalog on page 26, in the student and faculty handbooks, and on the IECC website at <http://www.iecc.edu/student/drugfree.html>.

IECC has developed a sound method for distributing annual notification of the required Drug-Free Schools and Community Act information to students and staff through the following procedures:

- A log-in requirement and acknowledgement to all Entrata accounts which provides IECC with a delivery receipt. This acknowledgment is required at mid-term during the Fall and Spring semesters and stated on the Entrata webpage as follows:

Please review Illinois Eastern Community Colleges' policies in compliance with the Drug-Free Schools and Communities Act at <http://www.iecc.edu/student/drugfree.html>.

_____ I acknowledge that I have read and received information on the IECC website which includes IECC's Substance Abuse Policy, Drug-Free Workplace Policy and Student Conduct Policy, health risks associated with alcohol and other drug use, and available prevention and treatment programs in the area.

- A link to the IECC website www.iecc.edu/drugfree is printed on each student's class schedule every semester.
- An email is sent to all IECC employees and students on September 1 and February 1 which provides a link to the IECC website at www.iecc.edu/drugfree.
- A written notification regarding IECC's Substance Abuse Policy and Drug-Free Workplace Policy is included in each employee's W-2 which is mailed annually in January.

IECC's Substance Abuse Policy (100.9) and Drug-Free Workplace Policy (400.19) are included in both the Faculty Handbook and Employee Handbook which are distributed to new employees upon employment with IECC. These handbooks and the IECC Board of Trustees Policy Manual are available online to IECC faculty and staff through the IECC intranet. The IECC Procedures Manual includes detailed procedures that are pursuant to IECC's Substance Abuse Policy (100.9). An email is sent semiannually, September 1 and February 1, to all employees regarding IECC's Substance Abuse and Drug-Free Workplace

policies and procedures which include standards of conduct and appropriate sanctions for violation.

Each semester at Freshman Orientation, IECC students are given a packet of materials which includes: pamphlets about alcohol poisoning, a bookmark about the Illinois Zero Tolerance Law, and brochures about the effects of alcohol abuse. On each student's course schedule, the following statement is also printed to ensure that IECC's distribution of our policies and resources are well distributed annually to each student.

IECC complies with the Drug-Free Schools and Campuses Regulations. Go to <http://www.iecc.edu/drugfree> for information and resources.

IECC's Drug-Free Schools and Community Act information is available at www.iecc.edu/drugfree. The website is available 24/7 to students, faculty and staff and it includes IECC's Substance Abuse Policy, Drug-Free Workplace Policy, and Student Conduct Policy, health risks associated with alcohol and other drug use, and available treatment programs.

Additional methods of distribution and promoting awareness of AOD are as follows:

- Drug-free and alcohol abuse materials are distributed to students throughout the semester.
- Drug-free and alcohol abuse materials are always available in the colleges' brochure racks and in the Student Services Offices.
- Posters are displayed around the colleges concerning alcohol abuse and Illinois law.
- Distribution of a brochure from Southeastern Illinois Counseling Center to refer students to that agency should they need additional assistance.
- The colleges offer student centers, recreation centers, fitness centers, or other alcohol-free settings.
- Alcohol-free events and activities are created and promoted at each college.
- Alcohol is banned on college campuses.
- Alcohol advertising on the college campuses is banned or limited.
- Alcohol industry sponsorship for on-campus events is banned or limited.

Recommendations for Revising IECC's AOD Program

IECC's 2012 biennial review identified the following recommendation which will maintain the effectiveness of the program:

- Regularly review and update IECC's website to ensure the accuracy and availability of information pertinent to alcohol, drugs, treatment and resources.

IECC 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 the students, faculty and staff. The recommendation listed above will maintain the effectiveness of IECC's policy and procedures on alcohol and other drugs. IECC will continue to conduct a biennial review to review the program's effectiveness, implement needed changes, and ensure that disciplinary sanctions are consistently enforced.

Chief Executive Officer

Date

BOARD OF TRUSTEES POLICY MANUAL

BOARD OF TRUSTEES - 100

Substance Abuse Policy (100.9)

Date Adopted: December 19, 1989

The Board of Trustees recognizes the importance of a college environment which is free of substance abuse. Programs of education, rehabilitation and treatment are implemented to promote a substance-free college environment. The college environment includes students, employees and other persons participating in District 529-sponsored classes, programs, services and other activities and events. Substance abuse is defined as unauthorized possession, sale, transfer, purchase, or use of alcohol, unlawful narcotics, cannabis or any other controlled substance. Substance abuse within the college environment is prohibited. Students and employees involved in substance abuse within the college environment are subject to disciplinary action. Any illegal substance abuse instance will result in involvement of law enforcement officials.

Contractors to District 529 are expected to comply with the Drug-Free Workplace Act of 1988.

BOARD OF TRUSTEES POLICY MANUAL

HUMAN RESOURCES – 400

Drug-Free Workplace Policy (400.19)

Date Adopted: November 20, 1990

Illinois Eastern Community Colleges has a duty to protect its employees, students and the public from dangers posed by the unlawful manufacture, distribution, dispensation, possession or use of drugs in the workplace. The College will take all reasonable steps to insure a drug-free workplace in its programs during the performance of any federal contract work. IECC policy strictly prohibits all employees engaged in performing federal contract work from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace.

I. NOTICE OF CONVICTION

As a condition of employment, all employees directly engaged in performing work under federal grants must agree to comply with this policy and must agree to notify the President or the Chief Executive Officer no later than five (5) days after any conviction for workplace violation of a criminal drug statute. The Agency will report such convictions to the federal government within ten (10) days.

Any employee who is convicted of such a crime is also subject to discipline up to and including discharge. Where appropriate, in the College's discretion, employees who are convicted of such crimes may be required to participate satisfactorily in a drug rehabilitation or counseling program.

II. DEFINITIONS

The term "controlled substances" means substances listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C., and § 812. Among other substances, it includes such illegal drugs as marijuana, cocaine, crack, PCP, heroin, morphine and LSD. For the purpose of this policy, drugs are defined as any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug but which is not legally obtained, is not being used for prescribed purposes and/or is not being taken according to prescribed dosages.

The phrase "conviction for a violation of a criminal drug statute" means a finding of guilt, a no contest plea or an imposition of sentence by any judicial body for any violation of any state or federal criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.

III. PENALTIES FOR VIOLATION

Compliance with this policy is a condition of continued employment. Consequently, a violation of any aspect of this policy will render College employees subject to disciplinary action, up to and including termination. Alternatively, if deemed appropriate by the College under the particular circumstances, any employee who violates this policy may be required to participate in and complete a drug abuse assistance or rehabilitation program to the satisfaction of the Agency.

BOARD OF TRUSTEES POLICY MANUAL

STUDENT PERSONNEL – 500

Policy on Student Conduct (500.8)

Date Adopted: December 19, 1989

Revised: February 21, 2006

Regulations shall be adopted for student conduct, based on the Board's belief that students are considered to have reached an age of responsible citizenship and are expected to conduct themselves in a responsible manner both on and off campus. Students, through the act of registration at one of the Illinois Eastern Community Colleges, obligate themselves to obey all rules and regulations which the institution formulates and publishes in the college catalog or the student handbook.

100.9 Substance Abuse Policy

Procedure - Substance Abuse

The following procedures are pursuant to Illinois Eastern Community Colleges policy on Substance Abuse Policy, (100.9).

The following personnel will assume a major responsibility for administration of the Substance Abuse Policy and Procedures: The President and the Dean of the College; the Chief Executive Officer at the District level.

1. IECC Publications and marketing materials shall include the following statement:

Illinois Eastern Community Colleges' Board of Trustees has adopted the Substance Abuse Policy. Students and employees involved in substance abuse, within the college environment, are subject to disciplinary action.

2. Individuals involved in substance abuse shall be reported immediately to the College President.
3. The College President shall discuss the reported violation with the violator within 48 hours of the report.
4. The College President will make a recommendation of referral to an appropriate agency and disciplinary action or dismissal to the Chief Executive Officer within five (5) working days of the reported violation. In instances of violation of civil law, the President will also notify appropriate law enforcement agencies.
5. In life threatening instances, the reporting college employee should take immediate action to notify college administration. The College President will immediately obtain the assistance of medical, law enforcement, or other appropriate officials. In the event that an administrator is not available, the employee will request assistance of medical, law enforcement or other appropriate officials and notify a college administrator immediately thereafter.
6. If the individual involved in substance abuse is an employee of the District Office, the report shall be to the Chief Executive Officer and the above procedures implemented at that level.
7. Instance of a violation of this policy shall be documented. The College President or the Chief Executive Officer will notify each employee in a written statement, that as a condition of employment under any federal grant, the employee will: a) abide by the terms of the policy statement, and b) notify the College President or Chief Executive Officer of any criminal drug statute conviction or violation occurring in the workplace no later than five (5) days after each conviction.
8. The College President or Chief Executive Officer will notify the funding agency within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
9. An individual receiving a grant directly from a federal agency must sign the following certification "As a condition of the grant, I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the grant."
10. Every student receiving a Pell Grant must attest to his/her noninvolvement with drugs.

100.9 Substance Abuse Policy

11. Illinois Eastern Community Colleges will take one of the following actions within thirty (30) days of receiving notice regarding conviction or violation occurring in the workplace, with respect to an employee, if so convicted.
 - a. Taking appropriate action against such an employee, up to and including termination, or
 - b. Requiring such an employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
12. The Chief Executive Officer shall be responsible for recommendations to the Board of Trustees regarding disciplinary action taken through this policy and/or procedure.
13. The Dean of the College shall be responsible for conduct of an annual substance abuse awareness faculty and staff training activity.
14. Enforcement of the policy and procedures on substance abuse is limited to college or district owned and rented facilities and college district sponsored activities.
15. In cases where a minor is subject to this policy or procedure, the college or district administrator shall notify the parents or legal guardian of violations and disciplinary actions.
16. Any expenses resulting from disciplinary actions shall be the responsibility of the employee or student who violates the policy or procedure.
17. Each employee and student will be apprised annually in writing of the Substance Abuse Policy and Procedures.
18. Appeals to this policy shall follow appeal policy procedures for students or employees.
19. The Board of Trustees Policy and Procedure regarding Substance Abuse takes into account the Drug-Free Workplace Act, Title V-D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) and other applicable laws and regulations pertaining to community colleges.

500.8 Policy on Student Conduct
Revised: 2/8/06

Procedure - Student Conduct

Illinois Eastern Community Colleges (IECC) students are considered to have reached an age of responsible citizenship and are expected to conduct themselves in a responsible manner both on and off campus. Through the act of registration at one of the Illinois Eastern Community Colleges, students obligate themselves to obey all rules and regulations which the institution formulates and publishes in the college catalog or student handbook. Copies may be obtained in all Student Services Offices. These documents contain specific disciplinary rules and regulations as well as procedures followed in case infractions occur. The Student Senate, faculty, and administration of each of the colleges will share in developing and implementing specific regulations to encourage desirable conduct. It is the responsibility of the student to obtain publications outlining these regulations and to become familiar with the District's standard of conduct. The following general policies shall apply to student conduct throughout the IECC District:

1. Students shall maintain standards of conduct which are in accordance with the policies noted above and the specific rules and regulations developed at each of the college campuses.
2. The Student Senate(s) shall accept primary responsibility for governing student conduct at college-sponsored social activities and functions.
3. The District reserves the right to request, for good cause, a physical, psychological, or psychiatric examination or a drug test from a student at any such time that such course of action would deem to be in the best interest of the student and/or the college.
4. A Committee for Student Discipline will be appointed by the college President in the fall of each academic year. Student misconduct will be handled by appropriate college officials who may call the Committee for Student Discipline if they desire. The Committee for Student Discipline shall consist of five members, two elected from the Student Senate and three faculty members appointed by the President of the College. The Committee shall submit its recommendations to the President of the college.
5. In instances where student misconduct results in the involvement of civil law enforcement authorities, the statutes of the State of Illinois or the ordinances of local municipal and county governments shall take precedence over any action recommended or contemplated by Illinois Eastern Community Colleges.
6. Allied Health students who may for any reason appear to be unsafe in the clinical area or who may compromise client safety may be required to submit to a psychiatric or psychological examination at any time.

Agenda Item #8E

Consideration and Action on a Resolution Providing for the Issuance of Taxable General Obligation Community College Bonds, Series 2012A and General Obligation Community College Bonds, Series 2012B

Agenda Item #8E

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 20, 2012
RE: Approval of Issuance of Working Cash Fund and Protection, Health and Safety Bonds

The Board has now met all legal requirements for the issuance of \$2,000,000.00 in Working Cash Fund Bonds (WCF) and \$2,690,000.00 in Protection, Health and Safety Bonds (PHS).

On September 18, 2012, the Board Chairman called a public hearing concerning the intent of the Board to issue WCF and PHS Bonds. The Board conducted a hearing on such issuance on October 16, 2012. The Board has also approved all PHS projects, submitted them for approval by the Illinois Community College Board (ICCB), and the ICCB has approved these submitted projects as being eligible for PHS Bond issuance.

If the Board were to issue the Bonds in the amounts approved, the bond underwriters have prepared a document showing the estimated amounts of principal and interest due on the Bonds from 12/01/12 through 12/01/15.

\$2,000,000.00 Taxable WCF Bonds at 3% Interest			
12/01/12	Prin \$0.00	Int \$0.00	Levy \$1,030,675.00*
12/01/13	Prin \$955,000.00	Int \$60,000.00	Levy \$1,060,675.00
06/01/14	Prin \$0.00	Int \$15,675.00	
12/01/14	Prin \$1,045,000.00	Int \$15,675.00	Levy \$0.00
Total	Prin \$2,000,000.00	Int \$91,350.00	\$2,091,350.00
\$2,690,000.00 PHS Bonds at 2.5% Interest			
12/01/12	Prin \$0.00	Int \$0.00	Levy \$100,875.00*
12/01/13	Prin \$0.00	Int \$67,250.00	Levy \$936,250.00
06/01/14	Prin \$0.00	Int \$33,625.00	Levy \$0.00
12/01/14	Prin \$880,000.00	Int \$33,625.00	Levy \$1,832,625.00
06/01/15	Prin \$0.00	Int \$22,625.00	Levy \$0.00
12/01/15	Prin \$1,810,000.00	Int \$22,625.00	Levy \$0.00
Total	Prin \$2,690,000.00	Int \$179,750.00	Levy \$2,869,750.00

*Levy is for outstanding WCF and PHS bonds.

Estimated Tax Levies

2012	15.49 cents (includes the Series 2010 Bonds previously issued \ and outstanding)
2013	15.49 cents
2014	14.22 cents

The **interest rate** is based upon best market estimates and will be subject to final bond sale interest rates. It is not anticipated that the sale rate of interest will be substantially different than the rate projected. The interest rates reflected include expenses of bond counsel, legal opinion, bond printing, reports of underwriters, implementation services, bond clearing expenses and other costs of the issuance. The **tax levies** are based upon existing known Equalized Assessed Valuation (EAV) and does not project any growth in EAV. If there were to be any growth in EAV, the tax levies would be lower than shown.

The resolution which follows authorizing the issuance of the Working Cash Fund and PHS Bonds is a draft and includes several blank items. At the Board meeting on November 20th, a completely filled in final resolution will be available for Board action. The table above supplies most of the information that will be inserted in the blanks.

I ask the Board's approval of the final resolution authorizing the issuance of Working Cash Fund Bonds and Protection, Health and Safety Bonds in the amount of \$4,690,000.00.

TLB/rs

Attachment

RESOLUTION

RESOLUTION providing for the issue of \$2,000,000 Taxable General Obligation Community College Bonds, Series 2012A and \$2,690,000 General Obligation Community College Bonds, Series 2012B, of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and the levy of a direct annual tax sufficient to pay the principal and interest on said bonds.

* * *

WHEREAS, pursuant to the provisions of Sections 3-33.1 to 3-33.6, inclusive, of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the "*Act*"), a fund to be known as a "Working Cash Fund" may be established, maintained and administered in and for Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "*District*"), for the purpose of enabling the Board of Trustees of the District (the "*Board*"), to have in its treasury at all times sufficient money to meet demands thereon for ordinary and necessary expenditures for all community college purposes; and

WHEREAS, the District has heretofore established, is presently maintaining and administering, and has never abolished or abated such Working Cash Fund in and for the District (the "*Fund*"); and

WHEREAS, pursuant to the provisions of the Act, the Board is authorized to incur an indebtedness and issue bonds therefor from time to time for the purpose of increasing the Fund; and

WHEREAS, the Board is now authorized to issue bonds in the aggregate amount of \$2,000,000 for the purpose of increasing the Fund and to levy taxes to pay the principal and interest of such bonds; and

WHEREAS, the Board has heretofore determined and does hereby determine that for the protection, health and safety of District students, employees or visitors it is necessary for energy conservation, health and safety, environmental protection and handicapped accessibility purposes that its physical facilities be altered or repaired as set forth in the certified estimates of a duly licensed architect or engineer (the "*Project*"); and

WHEREAS, the Board directs that the Project be undertaken, hereby approves the respective estimate for each such item, and determines that such alterations and repairs for energy conservation, health or safety, environmental protection or handicapped accessibility purposes will be made with funds not necessary for the completion of approved and recommended projects for fire prevention and safety; and

WHEREAS, it is hereby determined that there are not sufficient funds available in the operations and maintenance fund of the District to make such alterations or repairs as determined necessary for energy conservation, health and safety, environmental protection and handicapped accessibility purposes by the Board; and

WHEREAS, said certified estimates have been approved by the Executive Director of the Illinois Community College Board; and

WHEREAS, the Board hereby finds that it is authorized at this time to issue bonds in the aggregate amount of \$2,690,000 for the Project as set forth in said certified estimates of a duly licensed architect or engineer; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the Chairman of the Board, on the 18th day of September, 2012, ordered the calling of a public hearing (the "*Hearing*") for the 16th day of October, 2012, concerning the intent of the Board to sell bonds in the amount of \$2,000,000 to

increase the working cash fund of the District and bonds in the amount of \$2,690,000 for the Project; and

WHEREAS, notice of the Hearing was given by (i) publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Olney Daily Mail*, the same being a newspaper of general circulation in the District, and (ii) posting at least 48 hours before the Hearing a copy of said notice at the principal office of the Board; and

WHEREAS, the Hearing was held on the 16th day of October, 2012, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 16th day of October, 2012; and

WHEREAS, it is in the best interest of the District to issue bonds in the amount of \$2,000,000 to increase the working cash fund of the District (the "*Working Cash Fund Bonds*") and bonds in the amount of \$2,690,000 for the Project (the "*Project Bonds*") in an aggregate principal amount of \$4,690,000:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$2,000,000 upon the credit of the District and as evidence of such indebtedness to issue Working Cash Fund Bonds of the District in said amount,

the proceeds of said bonds to be used for working cash fund purposes, and that it is necessary to borrow \$2,000,000 of said authorized sum and issue the Working Cash Fund Bonds in evidence thereof for working cash fund purposes, and that the Board has been authorized by law to borrow the sum of \$2,690,000 upon the credit of the District and as evidence of such indebtedness to issue bonds of the District in said amount, the proceeds of said bonds to be used for the Project, and that it is necessary to borrow \$2,690,000 of said authorized sum and issue the Project Bonds in evidence thereof for the purpose of paying costs of the Project, and that it is necessary and for the best interests of the District that there be issued at this time \$4,690,000 of the bonds so authorized to increase the working cash fund and for the Project.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the District the sum of \$4,690,000 for the purpose aforesaid; and that bonds of the District shall be issued in two series, as follows: \$2,000,000 as Taxable General Obligation Community College Bonds, Series 2012A (the “*Series 2012A Bonds*”) and \$2,690,000 as General Obligation Community College Bonds, Series 2012B (the “*Series 2012B Bonds*” and together with the Series 2012A Bonds, the “*Bonds*”). The Series 2012A Bonds shall be dated December 1, 2012 and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each and authorized integral multiples thereof (but no single Series 2012A Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Series 2012A Bonds shall become due and payable serially (without option of prior redemption) on December 1 of each of the years, in the amounts and bearing interest per annum as follows:

2013	\$	%
2014		%
2015		%
2016		%
2017		%

The Series 2012B Bonds shall be dated December 1, 2012, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each and authorized integral multiples thereof (but no single Series 2012B Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Series 2012B Bonds shall become due and payable serially (without option of prior redemption) on December 1 of each of the years, in the amounts and bearing interest per annum as follows

2013	\$	%
2014		%
2015		%
2016		%
2017		%

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2013. Interest on each Bond shall be paid by check or draft of _____, _____, Illinois (the “*Bond Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signatures of the Chairman and Secretary of the Board, and shall be registered, numbered and countersigned by the manual or facsimile signature of the Treasurer who receives the taxes of the District, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the District and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 4. Registration of Bonds; Persons Treated as Owners. (a) *General.* The District shall cause books (the "*Bond Register*") for the registration and for the transfer of the Bonds as provided in this resolution to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Bond Registrar or such other authorized person as the officers of the District may designate shall keep custody of, multiple Bond blanks executed by the District for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the District of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the original principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the calendar month next preceding any payment date on such Bond and ending on such payment date.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (“*Cede*”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“*DTC*”). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Chairman and Secretary of the Board, the Superintendent and chief business official of the District and the Bond Registrar are each authorized to execute and deliver, on behalf of the District, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the District and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond

Register, of any amount with respect to the principal of or interest on the Bonds. The District and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the District to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this resolution shall refer to such new nominee of DTC.

In the event that (i) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the District, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the District determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall

no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the District may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the District, or such depository's agent or designee, and if the District does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

Notwithstanding any other provisions of this resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 5. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [9] shall be inserted immediately after paragraph [1]:

(Form of Bond - Front Side)

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

**COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND,
EDWARDS, HAMILTON, JASPER, LAWRENCE, WABASH, WAYNE AND WHITE
AND STATE OF ILLINOIS**

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

[TAXABLE] GENERAL OBLIGATION COMMUNITY COLLEGE BOND, SERIES 2012[A][B]

See Reverse Side for
Additional Provisions

Interest Maturity Dated
Rate: ____% Date: December 1, 20__ Date: December 1, 2012 CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year, commencing December 1, 2013, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America at the principal office of _____, _____, Illinois, as paying agent and bond registrar (the “*Bond Registrar*”). Payment of

the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the District are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest thereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, said Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, by its Board of Trustees, has caused this Bond to be signed by the manual or duly authorized facsimile signature of the Chairman and

Secretary of said Board of Trustees, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer of said Board of Trustees, all as of the Dated Date identified above.

Chairman, Board of Trustees

Secretary, Board of Trustees

Registered, Numbered and Countersigned:

Treasurer, Board of Trustees

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

_____, Illinois

This Bond is one of the Bonds described in the within mentioned resolution and is one of the [Taxable] General Obligation Community College Bonds, Series 2012[A][B], of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

as Bond Registrar

By _____
Authorized Officer

[Form of Bond - Reverse Side]

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529

**COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND,
EDWARDS, HAMILTON, JASPER, LAWRENCE, WABASH, WAYNE AND WHITE
AND STATE OF ILLINOIS**

[TAXABLE] GENERAL OBLIGATION COMMUNITY COLLEGE BOND, SERIES 2012[A][B]

[6] This Bond is one of a series of bonds issued by the District [for working cash fund purposes] [for the purpose of altering and repairing the existing physical facilities of the District known as the Illinois Eastern Community Colleges for the protection, health and safety of District students, employees or visitors], all of which have been duly authorized and allowed for proper community college purposes by the Board of Trustees of the District, in full compliance with the provisions of the Public Community College Act of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Board of Trustees by a resolution duly and properly adopted for that purpose, in all respects as provided by law.

[7] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Bloomington Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[8] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the authorizing

resolution. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

[9] The District and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

or its successor as Bond Registrar to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

Section 6. Sale of Bonds. The Bonds hereby authorized shall be executed as in this Resolution provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer of the Board, who receives the taxes of the district, and be by said Treasurer delivered to First Midstate Inc., Bloomington, Illinois, the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being par, plus accrued interest to date of delivery; the contract for the sale of the Bonds (the "*Purchase Contract*") heretofore entered into

is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The Bonds before being issued shall be registered, numbered and countersigned by the Treasurer of the Board, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Bonds issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Resolution, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 7. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the District a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the District, the following direct annual tax, to-wit:

FOR THE SERIES 2012A BONDS

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2012	\$	for interest up to and including June 1, 2014
2013	\$	for interest and principal
2014	\$	for interest and principal
2015	\$	for interest and principal
2016	\$	for interest and principal

FOR THE SERIES 2012B BONDS

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2012	\$	for interest up to and including June 1, 2014
2013	\$	for interest and principal
2014	\$	for interest and principal
2015	\$	for interest and principal
2016	\$	for interest and principal

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the District, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall have been collected.

The District covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to levy and collect the foregoing tax levy and the District and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

Section 8. Filing of Resolution. Forthwith upon the passage of this Resolution, the Secretary of the Board is hereby directed to file a certified copy of this Resolution with the

County Clerks of The Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, Illinois (the “*County Clerks*”), and it shall be the duty of said County Clerks to annually in and for each of the years 2012 to 2016, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in each of said years for community college purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general educational purposes of the District, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “Bond and Interest Fund of 2012” (the “*Bond Fund*”), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds; and a certified copy of this resolution shall also be filed with the Treasurer of the Board who receives the taxes of the District.

Section 9. Use of Bond Proceeds. The District and the Board hereby covenant that all of the proceeds of the Bonds shall be used in strict compliance with all the requirements of the Act. Accrued interest received on the delivery of the Bonds and any premium received upon the sale of the Bonds is hereby appropriated for the purpose of paying interest due on the Bonds and is hereby ordered deposited into the Bond Fund. The principal proceeds of the Working Cash Fund Bonds are hereby appropriated for working cash fund purposes, and shall be set aside in a separate fund known and designated as the “Working Cash Fund of Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois,” which said fund shall be held apart, maintained and administered as hereinabove provided, and shall be used for

the purpose and in the manner provided by Sections 3-33.1 to 3-33.6, inclusive, of the Act. The principal proceeds of the Project Bonds are hereby appropriated for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the Protection, Health and Safety Fund of the District (the "*Project Fund*"). At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the District from the proceeds of the Bonds.

Section 10. Non-Arbitrage and Tax-Exemption. This Section applies only to the Series 2012B Bonds, and references in this Section to the "Bonds" are deemed to be references to the Series 2012B Bonds only. The Series 2012A Bonds are not being issued on a basis which is tax-exempt under the Internal Revenue Code of 1986, and the Purchaser by its acceptance of the Bonds acknowledges this fact, and the interest rate on the Series 2012A Bonds has been established as a taxable interest rate. One purpose of this Section is to set forth various facts regarding the Bonds and to establish the expectations of the Board and the District as to future events regarding the Bonds and the use of Bond proceeds. The certifications, covenants and representations contained herein and at the time of the Closing are made on behalf of the District for the benefit of the owners from time to time of the Bonds. In addition to providing the certifications, covenants and representations contained herein, the District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the hereinafter defined Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the "*IRS*") of the exemption from

federal income taxation for interest paid on the Bonds, under present rules, the District is treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination. The Board and the District certify, covenant and represent as follows:

1.1. Definitions. In addition to such other words and terms used and defined in this Resolution, the following words and terms used in this Section shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended:

“*Affiliated Person*” means any Person that (a) at any time during the six months prior to the execution and delivery of the Bonds, (i) has more than five percent of the voting power of the governing body of the District in the aggregate vested in its directors, officers, owners, and employees or, (ii) has more than five percent of the voting power of its governing body in the aggregate vested in directors, officers, board members or employees of the District or (b) during the one-year period beginning six months prior to the execution and delivery of the Bonds, (i) the composition of the governing body of which is modified or established to reflect (directly or indirectly) representation of the interests of the District (or there is an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period) or (ii) the composition of the governing body of the District is modified or established to reflect (directly or indirectly) representation of the interests of such Person (or there is an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period).

“*Bond Counsel*” means Chapman and Cutler LLP or any other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

“*Capital Expenditures*” means costs of a type that would be properly chargeable to a capital account under the Code (or would be so chargeable with a proper election) under federal income tax principles if the District were treated as a corporation subject to federal income taxation, taking into account the definition of Placed-in-Service set forth herein.

“*Closing*” means the first date on which the District is receiving the purchase price for the Bonds.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Commingled Fund*” means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the

fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

“*Control*” means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

“*Controlled Entity*” means any entity or one of a group of entities that is subject to Control by a Controlling Entity or group of Controlling Entities.

“*Controlled Group*” means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has Control of the other entities.

“*Controlling Entity*” means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities.

“*Costs of Issuance*” means the costs of issuing the Bonds, including underwriters’ discount and legal fees.

“*De minimis Amount of Original Issue Discount or Premium*” means with respect to an obligation (a) any original issue discount or premium that does not exceed two percent of the stated redemption price at maturity of the Bonds plus (b) any original issue premium that is attributable exclusively to reasonable underwriter’s compensation.

“*External Commingled Fund*” means a Commingled Fund in which the District and all members of the same Controlled Group as the District own, in the aggregate, not more than ten percent of the beneficial interests.

“*GIC*” means (a) any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate and (b) any agreement to supply investments on two or more future dates (*e.g.*, a forward supply contract).

“*Gross Proceeds*” means amounts in the Bond Fund and the Project Fund.

“*Net Sale Proceeds*” means amounts actually or constructively received from the sale of the Bonds reduced by any such amounts that are deposited in a reasonably required reserve or replacement fund for the Bonds.

“*Person*” means any entity with standing to be sued or to sue, including any natural person, corporation, body politic, governmental unit, agency, authority, partnership, trust, estate, association, company, or group of any of the above.

“*Placed-in-Service*” means the date on which, based on all facts and circumstances (a) a facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

“*Private Business Use*” means any use of the Project by any Person other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Project on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Project that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the Project that is not available for use by the general public.

“*Qualified Administrative Costs of Investments*” means (a) reasonable, direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions but not legal and accounting fees, recordkeeping, custody and similar costs; or (b) all reasonable administrative costs, direct or indirect, incurred by a publicly offered regulated investment company or an External Commingled Fund.

“*Qualified Tax Exempt Obligations*” means (a) any obligation described in Section 103(a) of the Code, the interest on which is excludable from gross income of the owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (b) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest which is excludable from gross income under Section 103 of the Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (c) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. pt. 344.

“*Rebate Fund*” means the fund, if any, identified and defined in paragraph 4.2 herein.

“*Rebate Provisions*” means the rebate requirements contained in Section 148(f) of the Code and in the Regulations.

“*Regulations*” means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

“*Reimbursed Expenditures*” means expenditures of the District paid prior to Closing to which Sale Proceeds or investment earnings thereon are or will be allocated.

“*Sale Proceeds*” means amounts actually or constructively received from the sale of the Bonds, including (a) amounts used to pay underwriters’ discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before Closing but only if it is to be paid within one year after Closing and (b) amounts derived from the sale of any right that is part of the terms of a Bond or is otherwise associated with a Bond (e.g., a redemption right).

“*Yield*” means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation’s purchase price (or in the case of the Bonds, the issue price as established in paragraph 5.1 hereof), including accrued interest.

“*Yield Reduction Payment*” means a rebate payment or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the Internal Revenue Service may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

2.1. *Purpose of the Bonds.* The Bonds are being issued to finance the Project in a prudent manner consistent with the revenue needs of the District. A breakdown of the sources and uses of funds is set forth in the preceding Section of this Resolution. At least 75% of the sum of (i) Sale Proceeds plus (ii) all investment earnings thereon during the period ending on the date of completion of the Project, less (iii) Costs of Issuance paid from Sale Proceeds or investment earnings thereon, less (iv) Sale Proceeds or investment earnings thereon deposited in a reasonably required reserve or replacement fund, are expected to be used for construction purposes with respect to property owned by a governmental unit or a Section 501(c)(3) organization. Except for any accrued interest on the Bonds used to pay first interest due on the Bonds, no proceeds of the Bonds will be used more than 30 days after the date of issue of the Bonds for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the District or for the purpose of replacing any funds of the District used for such purpose.

2.2. *The Project — Binding Commitment and Timing.* The District has incurred or will, within six months of the Closing, incur a substantial binding obligation (not subject to contingencies within the control of the District or any member of the same Controlled Group as the District) to a third party to expend at least five percent of the Net Sale Proceeds on the Project. It is expected that the work of acquiring and constructing the Project and the expenditure of amounts deposited into the Project Fund will continue

to proceed with due diligence through _____, 2015, at which time it is anticipated that all Sale Proceeds and investment earnings thereon will have been spent.

2.3. *Reimbursement.* None of the Sale Proceeds or investment earnings thereon will be used for Reimbursed Expenditures.

2.4. *Working Capital.* All Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to finance Capital Expenditures other than the following:

(a) an amount not to exceed five percent of the Sale Proceeds for working capital expenditures directly related to Capital Expenditures financed by the Bonds;

(b) payments of interest on the Bonds for a period commencing at Closing and ending on the later of the date three years after Closing or one year after the date on which the Project is Placed-in-Service;

(c) Costs of Issuance and Qualified Administrative Costs of Investments;

(d) payments of rebate or Yield Reduction Payments made to the United States under the Regulations;

(e) principal of or interest on the Bonds paid from unexpected excess Sale Proceeds and investment earnings thereon; and

(f) investment earnings that are commingled with substantial other revenues and are expected to be allocated to expenditures within six months.

2.5. *Consequences of Contrary Expenditure.* The District acknowledges that if Sale Proceeds and investment earnings thereon are spent for non-Capital Expenditures other than as permitted by paragraph 2.4 hereof, a like amount of then available funds of the District will be treated as unspent Sale Proceeds.

2.6. *Investment of Bond Proceeds.* Not more than 50% of the Sale Proceeds and investment earnings thereon are or will be invested in investments (other than Qualified Tax Exempt Obligations) having a Yield that is substantially guaranteed for four years or more. No portion of the Bonds is being issued solely for the purpose of investing a portion of Sale Proceeds or investment earnings thereon at a Yield higher than the Yield on the Bonds.

It is expected that the Sale Proceeds deposited into the Project Fund, including investment earnings on the Project Fund, will be spent to pay costs of the Project and interest on the Bonds not later than the date set forth in paragraph 2.2 hereof, the investment earnings on the Bond Fund will be spent to pay interest on the Bonds, or to the extent permitted by law, investment earnings on amounts in the Project Fund and the Bond Fund will be commingled with substantial revenues from the governmental

operations of the District, and the earnings are reasonably expected to be spent for governmental purposes within six months of the date earned. Interest earnings on the Project Fund and the Bond Fund have not been earmarked or restricted by the Board for a designated purpose.

2.7. *No Grants.* None of the Sale Proceeds or investment earnings thereon will be used to make grants to any person.

2.8. *Hedges.* Neither the District nor any member of the same Controlled Group as the District has entered into or expects to enter into any hedge (*e.g.*, an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to the Bonds. The District acknowledges that any such hedge could affect, among other things, the calculation of Bond Yield under the Regulations. The Internal Revenue Service could recalculate Bond Yield if the failure to account for the hedge fails to clearly reflect the economic substance of the transaction.

The District also acknowledges that if it acquires a hedging contract with an investment element (including *e.g.*, an off-market swap agreement, or any cap agreement for which all or a portion of the premium is paid at, or before the effective date of the cap agreement), then a portion of such hedging contract may be treated as an investment of Gross Proceeds of the Bonds, and be subject to the fair market purchase price rules, rebate and yield restriction. The District agrees not to use proceeds of the Bonds to pay for any such hedging contract in whole or in part. The District also agrees that it will not give any assurances to any Bond holder or any other credit or liquidity enhancer with respect to the Bonds that any such hedging contract will be entered into or maintained. The District recognizes that if a portion of a hedging contract is determined to be an investment of gross proceeds, such portion may not be fairly priced even if the hedging contract as a whole is fairly priced.

2.9. *Internal Revenue Service Audits.* The District represents that the Internal Revenue Service has not contacted the District regarding any obligations issued by or on behalf of the District. To the best of the knowledge of the District, no such obligations of the District are currently under examination by the Internal Revenue Service.

3.1. *Use of Proceeds.* (a) The use of the Sale Proceeds and investment earnings thereon and the funds held under this Resolution at the time of Closing are described in the preceding Section of this Resolution. No Sale Proceeds will be used to pre-pay for goods or services to be received over a period of years prior to the date such goods or services are to be received. No Sale Proceeds or any investment earnings thereon will be used to pay for or otherwise acquire goods or services from an Affiliated Person.

(b) Only the funds and accounts described in said Section will be funded at Closing. There are no other funds or accounts created under this Resolution, other than the Rebate Fund if it is created as provided in paragraph 4.2 hereof.

(c) Principal of and interest on the Bonds will be paid from the Bond Fund.

(d) Any Costs of Issuance incurred in connection with the issuance of the Bonds to be paid by the District will be paid at the time of Closing.

(e) The costs of the Project will be paid from the Project Fund and no other moneys (except for investment earnings on amounts in the Project Fund) are expected to be deposited therein.

3.2. *Purpose of Bond Fund.* The Bond Fund will be used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Bonds in each bond year. It is expected that the Bond Fund will be depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (a) the earnings on the investment of moneys in the Bond Fund for the immediately preceding bond year or (b) 1/12th of the principal and interest payments on the Bonds for the immediately preceding bond year.

3.3. *No Other Gross Proceeds.* (a) Except for the Bond Fund and the Project Fund, and except for investment earnings that have been commingled as described in paragraph 2.6 and any credit enhancement or liquidity device related to the Bonds, after the issuance of the Bonds, neither the District nor any member of the same Controlled Group as the District has or will have any property, including cash, securities or any other property held as a passive vehicle for the production of income or for investment purposes, that constitutes:

(i) Sale Proceeds;

(ii) amounts in any fund or account with respect to the Bonds (other than the Rebate Fund);

(iii) amounts that have a sufficiently direct nexus to the Bonds or to the governmental purpose of the Bonds to conclude that the amounts would have been used for that governmental purpose if the Bonds were not used or to be used for that governmental purpose (the mere availability or preliminary earmarking of such amounts for a governmental purpose, however, does not itself establish such a sufficient nexus);

(iv) amounts in a debt service fund, redemption fund, reserve fund, replacement fund or any similar fund to the extent reasonably expected to be used directly or indirectly to pay principal of or interest on the Bonds or any amounts for which there is provided, directly or indirectly, a reasonable assurance that the amount will be available to pay principal of or interest on the Bonds or any obligations under any credit enhancement or liquidity device with respect to the Bonds, even if the District encounters financial difficulties;

(v) any amounts held pursuant to any agreement (such as an agreement to maintain certain levels of types of assets) made for the benefit of the Bondholders or any credit enhancement provider, including any liquidity device or negative

pledge (e.g., any amount pledged to pay principal of or interest on an issue held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of holders of the Bonds or a guarantor of the Bonds); or

(vi) amounts actually or constructively received from the investment and reinvestment of the amounts described in (i) or (ii) above.

(b) No compensating balance, liquidity account, negative pledge of property held for investment purposes required to be maintained at least at a particular level or similar arrangement exists with respect to, in any way, the Bonds or any credit enhancement or liquidity device related to the Bonds.

(c) The term of the Bonds is not longer than is reasonably necessary for the governmental purposes of the Bonds. The average reasonably expected economic life of the Project is at least ___ years. The weighted average maturity of the Bonds does not exceed ___ years and does not exceed 120 percent of the average reasonably expected economic life of the Project. The maturity schedule of the Bonds (the "*Principal Payment Schedule*") is based on an analysis of revenues expected to be available to pay debt service on the Bonds. The Principal Payment Schedule is not more rapid (i.e., having a lower average maturity) because a more rapid schedule would place an undue burden on tax rates and cause such rates to be increased beyond prudent levels, and would be inconsistent with the governmental purpose of the Bonds as set forth in paragraph 2.1 hereof.

4.1. *Compliance with Rebate Provisions.* The District covenants to take such actions and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the Rebate Provisions applicable to the Bonds. The District will make, or cause to be made, rebate payments with respect to the Bonds in accordance with law.

4.2. *Rebate Fund.* The District is hereby authorized to create and establish a special fund to be known as the Rebate Fund (the "*Rebate Fund*"), which, if created, shall be continuously held, invested, expended and accounted for in accordance with this Resolution. Moneys in the Rebate Fund shall not be considered moneys held for the benefit of the owners of the Bonds. Except as provided in the Regulations, moneys in the Rebate Fund (including earnings and deposits therein) shall be held in trust for payment to the United States as required by the Rebate Provisions and by the Regulations and as contemplated under the provisions of this Resolution.

4.3. *Records.* The District agrees to keep and retain or cause to be kept and retained for the period described in paragraph 7.9 adequate records with respect to the investment of all Gross Proceeds and amounts in the Rebate Fund. Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation.

If any investment becomes Gross Proceeds on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes Gross Proceeds. If any investment is retained after the date the last Bond is retired, the records required to be kept shall include the fair market value of such investment on the date the last Bond is retired. Amounts or investments will be segregated whenever necessary to maintain these records.

4.4. *Fair Market Value; Certificates of Deposit and Investment Agreements.* The District will continuously invest all amounts on deposit in the Rebate Fund, together with the amounts, if any, to be transferred to the Rebate Fund, in any investment permitted under this Resolution. In making investments of Gross Proceeds or of amounts in the Rebate Fund the District shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

Gross Proceeds and any amounts in the Rebate Fund that are invested in certificates of deposit or in GICs shall be invested only in accordance with the following provisions:

(a) Investments in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal shall be made only if either (i) the Yield on the certificate of deposit (A) is not less than the Yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public or (ii) the investment is an investment in a GIC and qualifies under paragraph (b) below.

(b) Investments in GICs shall be made only if

(i) the bid specifications are in writing, include all material terms of the bid and are timely forwarded to potential providers (a term is material if it may directly or indirectly affect the yield on the GIC);

(ii) the terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to reduce the yield on the GIC);

(iii) all bidders for the GIC have equal opportunity to bid so that, for example, no bidder is given the opportunity to review others bids (a last look) before bidding;

(iv) any agent used to conduct the bidding for the GIC does not bid to provide the GIC;

(v) at least three of the providers solicited for bids for the GIC are reasonably competitive providers of investments of the type purchased (*i.e.*, providers that have established industry reputations as competitive providers of the type of investments being purchased);

(vi) at least three of the entities that submit a bid do not have a financial interest in the Bonds;

(vii) at least one of the entities that provided a bid is a reasonably competitive provider that does not have a financial interest in the Bonds;

(viii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the District or any other person (whether or not in connection with the Bonds) and that the bid is not being submitted solely as a courtesy to the District or any other person for purposes of satisfying the federal income tax requirements relating to the bidding for the GIC;

(ix) the determination of the terms of the GIC takes into account the reasonably expected deposit and drawdown schedule for the amounts to be invested;

(x) the highest-yielding GIC for which a qualifying bid is made (determined net of broker's fees) is in fact purchased; and

(xi) the obligor on the GIC certifies the administrative costs that it is paying or expects to pay to third parties in connection with the GIC.

(c) If a GIC is purchased, the District will retain the following records with its bond documents until three years after the Bonds are redeemed in their entirety:

(i) a copy of the GIC;

(ii) the receipt or other record of the amount actually paid for the GIC, including a record of any administrative costs paid, and the certification under subparagraph (b)(xi) of this paragraph;

(iii) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and

(iv) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

Moneys to be rebated to the United States shall be invested to mature on or prior to the anticipated rebate payment date. All investments made with Gross Proceeds or amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction. Except for investments specifically described in this Section and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code, will be purchased with Gross Proceeds. In general, an "established securities market" includes: (i) property that is listed on a national securities exchange, an interdealer quotation system or certain foreign exchanges; (ii) property that is traded on a Commodities Futures Trading Commission designated board of trade or an interbank market; (iii) property that appears on a quotation medium; and (iv) property for which price quotations are readily available from dealers and brokers. A debt instrument is not treated as traded on an established market solely because it is convertible into property which is so traded.

An investment of Gross Proceeds in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States Government or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the rebate or Yield restriction requirements not been relevant to the District. An investment of Gross Proceeds shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this paragraph.

A single investment, or multiple investments awarded to a provider based on a single bid may not be used for funds subject to different rules relating to rebate or yield restriction.

The foregoing provisions of this paragraph satisfy various safe harbors set forth in the Regulations relating to the valuation of certain types of investments. The safe harbor provisions of this paragraph are contained herein for the protection of the District, who has covenanted not to take any action to adversely affect the tax-exempt status of the

interest on the Bonds. The District will contact Bond Counsel if it does not wish to comply with the provisions of this paragraph and forego the protection provided by the safe harbors provided herein.

4.5. *Arbitrage Elections.* The Chairman, Secretary and Treasurer of the Board are hereby authorized to execute one or more elections regarding certain matters with respect to arbitrage.

4.6. *Small Issuer Exception.* The District is a governmental unit that has the power to impose a tax or to cause another entity to impose a tax of general applicability that, when collected, may be used for the governmental purposes of the District. The power to impose such tax is not contingent on approval by another governmental unit; a tax of general applicability is one that is not limited to a small number of persons. The District is not subject to Control by any other governmental unit or political subdivision. None of the Bonds is or will be a "private activity bond" (as defined in Section 141 of the Code). Ninety-five percent or more of the Sale Proceeds will be used for local governmental activities of the District. None of the District, any entity that issues tax-exempt bonds on behalf of the District or any entity subject to Control by the District will issue, during the calendar year 2012, any tax-exempt bonds (other than current refunding bonds to the extent of the aggregate face amount of the tax-exempt bonds being currently refunded thereby) in an aggregate face amount in excess of the *maximum aggregate face amount* (as hereinafter defined). As used herein, (a) "*tax-exempt bonds*" means obligations of any kind, the interest on which is excludable from gross income of the holders or owners thereof for federal income tax purposes pursuant to Section 103 of the Code but not including (i) "private activity bonds" (as defined in Section 141 of the Code) or (ii) obligations issued to refund another obligation if it is issued not more than 90 days before the redemption of the refunded obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation, (b) "*aggregate face amount*" means, if an issue has more than a De minimis Amount of Original Issue Discount or Premium, the issue price of the issue and otherwise means the face amount of the issue and (c) "*maximum aggregate face amount*" means, the sum of (i) \$5,000,000 and (ii) the aggregate face amount of bonds issued during the calendar year that are allocable to financing construction expenditures for public school facilities, but in no event can the *maximum aggregate face amount* exceed \$10,000,000. As of the date hereof, no tax-exempt bonds or other obligations have been issued by the District, any entity that issues tax-exempt bonds on behalf of the District or any entity subject to Control by the District during the calendar year 2012. The District does not reasonably expect that it, any entity that issues tax-exempt bonds on behalf of the District or any entity subject to Control by the District (including but not limited to the District) will issue any such tax-exempt bonds or other obligations within calendar year 2012. Therefore, subject to compliance with all the terms and provisions hereof, the District is excepted from the required rebate of arbitrage profits on the Bonds under Section 148(f)(4)(D) of the Code and from the terms and provisions of this Resolution that need only be complied with if the District is subject to the arbitrage rebate requirement.

5.1. *Issue Price.* For purposes of determining the Yield on the Bonds, the purchase price of the Bonds is equal to the first offering price (including accrued interest) at which the Purchaser sold at least ten percent of the principal amount of each maturity of the Bonds to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). All of the Bonds have been the subject of a bona fide initial offering to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) at prices equal to those set forth in the Official Statement. Based upon prevailing market conditions, such prices are not less than the fair market value of each Bond as of the sale date for the Bonds.

5.2. *Yield Limits.* Except as provided in paragraph (a) or (b), all Gross Proceeds shall be invested at market prices and at a Yield (after taking into account any Yield Reduction Payments) not in excess of the Yield on the Bonds plus, if only amounts in the Project Fund are subject to this yield limitation, 1/8th of one percent.

The following may be invested without Yield restriction:

(a)(i) amounts on deposit in the Bond Fund (except for capitalized interest) that have not been on deposit under the Resolution for more than 13 months, so long as the Bond Fund continues to qualify as a bona fide debt service fund as described in paragraph 3.2 hereof;

(ii) amounts on deposit in the Project Fund that are reasonably expected to pay for the costs of the Project, costs of issuance of the Bonds, or interest on the Bonds during the three year period beginning on the date of issue of the Bonds prior to three years after Closing;

(iii) amounts in the Bond Fund to be used to pay capitalized interest on the Bonds prior to the earlier of three years after Closing or the payment of all capitalized interest;

(b)(i) An amount not to exceed the lesser of \$100,000 or five percent of the Sale Proceeds;

(ii) amounts invested in Qualified Tax Exempt Obligations (to the extent permitted by law and this Resolution);

(iii) amounts in the Rebate Fund;

(iv) all amounts other than Sale Proceeds for the first 30 days after they become Gross Proceeds; and

(v) all amounts derived from the investment of Sale Proceeds or investment earnings thereon for a period of one year from the date received.

5.3. *Continuing Nature of Yield Limits.* Except as provided in paragraph 7.10 hereof, once moneys are subject to the Yield limits of paragraph 5.2 hereof, such moneys remain Yield restricted until they cease to be Gross Proceeds.

5.4. *Federal Guarantees.* Except for investments meeting the requirements of paragraph 5.2(a) hereof, investments of Gross Proceeds shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury, or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank, as amended (*e.g.*, Refcorp Strips)); or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). Except as otherwise permitted in the immediately prior sentence and in the Regulations, no portion of the payment of principal or interest on the Bonds or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof), including a lease, incentive payment, research or output contract or any similar arrangement, agreement or understanding with the United States or any agency or instrumentality thereof. No portion of the Gross Proceeds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). Neither this paragraph nor paragraph 5.5 hereof applies to any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

5.5. *Investments After the Expiration of Temporary Periods, Etc.* After the expiration of the temporary period set forth in paragraph 5.2(a)(ii) hereof, amounts in the Project Fund may not be invested in (i) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code) or (ii) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (*e.g.*, Refcorp Strips). Any other amounts that are subject to the yield limitation in paragraph 5.2 hereof because paragraph 5.2(a) hereof is not applicable and amounts not subject to yield restriction only because they are described in paragraph 5.2(b) hereof, are also subject to the limitation set forth in the preceding sentence.

6.1. *Payment and Use Tests.* (a) No more than five percent of the Sale Proceeds plus investment earnings thereon will be used, directly or indirectly, in whole or in part, in any Private Business Use. The District acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(b) The payment of more than five percent of the principal of or the interest on the Bonds will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any Private Business Use or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not to the District or a member of the same Controlled Group as the District) in respect of property, or borrowed money, used or to be used in any Private Business Use.

(c) No more than the lesser of five percent of the sum of the Sale Proceeds and investment earnings thereon or \$5,000,000 will be used, directly or indirectly, to make or finance loans to any persons. The District acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(d) No user of the Project other than a state or local governmental unit will use more than five percent of the Project, in the aggregate, on any basis other than the same basis as the general public.

6.2. *I.R.S. Form 8038-G.* The information contained in the Information Return for Tax-Exempt Governmental Obligations, Form 8038-G, is true and complete. The District will file Form 8038-G (and all other required information reporting forms) in a timely manner.

6.3. *Bank Qualification.* (a) The District hereby designates each of the Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the District hereby certifies that (i) none of the Bonds will be at anytime a “private activity bond” (as defined in Section 141 of the Code) other than a “qualified 501(c)(3) bond” (as defined in Section 145 of the Code), (ii) as of the date hereof in calendar year 2012, the District has not issued any tax-exempt obligations of any kind other than the Bonds nor have any tax-exempt obligations of any kind been issued on behalf of the District and (iii) not more than \$10,000,000 of obligations of any kind (including the Bonds) issued by or on behalf of the District during calendar year 2012 will be designated for purposes of Section 265(b)(3) of the Code.

(b) The District is not subject to Control by any entity, and there are no entities subject to Control by the District.

(c) On the date hereof, the District does not reasonably anticipate that for calendar year 2012 it will issue any Section 265 Tax-Exempt Obligations (other than the Bonds), or that any Section 265 Tax-Exempt Obligations will be issued on behalf of it. “*Section 265 Tax-Exempt Obligations*” are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, *except for* private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code. The District will not issue or permit the issuance on behalf of it

or by any entity subject to Control by the District (which may hereafter come into existence) of Section 265 Tax-Exempt Obligations (including the Bonds) that exceed the aggregate amount of \$10,000,000 during calendar year 2012 unless it first obtains an opinion of Bond Counsel to the effect that such issuance will not adversely affect the treatment of the Bonds as “qualified tax-exempt obligations” for the purposes and within the meaning of Section 265(b)(3) of the Code.

7.1. Termination; Interest of District in Rebate Fund. The terms and provisions set forth in this Section shall terminate at the later of (a) 75 days after the Bonds have been fully paid and retired or (b) the date on which all amounts remaining on deposit in the Rebate Fund, if any, shall have been paid to or upon the order of the United States and any other payments required to satisfy the Rebate Provisions of the Code have been made to the United States. Notwithstanding the foregoing, the provisions of paragraphs 4.3, 4.4(c) and 7.9 hereof shall not terminate until the third anniversary of the date the Bonds are fully paid and retired.

7.2. Separate Issue. Since a date that is 15 days prior to the date of sale of the Bonds by the District to the Purchaser, neither the District nor any member of the same Controlled Group as the District has sold or delivered any tax-exempt obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds. Neither the District nor any member of the same Controlled Group as the District will sell or deliver within 15 days after the date of sale of the Bonds any tax-exempt obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds.

7.3. No Sale of the Project. (a) Other than as provided in the next sentence, neither the Project nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the District of the property (determined on the date of issuance of the Bonds) or (ii) the last maturity date of the Bonds. The District may dispose of personal property in the ordinary course of an established government program prior to the earlier of (i) the last date of the reasonably expected economic life to the District of the property (determined on the date of issuance of the Bonds) or (ii) the last maturity of the Bonds, provided: (A) the weighted average maturity of the Bonds financing the personal property is not greater than 120 percent of the reasonably expected actual use of that property for governmental purposes; (B) the District reasonably expects on the issue date that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the District deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the District reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The District acknowledges that if Bond-financed property is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a “deliberate action” within the meaning of the Regulations that may require

remedial actions to prevent the Bonds from becoming private activity bonds. The District shall promptly contact Bond Counsel if a sale or other disposition of bond-financed property is considered by the District.

7.4. *Purchase of Bonds by District.* The District will not purchase any of the Bonds except to cancel such Bonds.

7.5. *Final Maturity.* The period between the date of Closing and the final maturity of the Bonds is not more than 10-1/2 years.

7.6. *Registered Form.* The District recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon be exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the District agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

7.7. *First Amendment.* The District acknowledges and agrees that it will not use, or allow the Project to be used, in a manner which is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America or by any comparable provisions of the Constitution of the State of Illinois.

7.8. *Future Events.* The District acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein. The District shall promptly contact Bond Counsel if such changes do occur.

7.9. *Records Retention.* The District agrees to keep and retain or cause to be kept and retained sufficient records to support the continued exclusion of the interest paid on the Bonds from federal income taxation, to demonstrate compliance with the covenants in this Resolution and to show that all tax returns related to the Bonds submitted or required to be submitted to the Internal Revenue Service are correct and timely filed. Such records shall include, but are not limited to, basic records relating to the Bond transaction (including this Resolution and the Bond Counsel opinion); documentation evidencing the expenditure of Bond proceeds; documentation evidencing the use of Bond-financed property by public and private entities (*i.e.*, copies of leases, management contracts and research agreements); documentation evidencing all sources of payment or security for the Bonds; and documentation pertaining to any investment of Bond proceeds (including the information required under paragraphs 4.3 and 4.4 hereof and in particular information related to the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts and documentation of any bidding procedure related thereto and any fees paid for the acquisition or management of investments and any rebate calculations). Such records shall be kept for as long as the Bonds are outstanding, plus three (3) years after the later of the final payment date of the Bonds or the final payment date of any obligations or series of obligations issued to refund directly or indirectly all or any portion of the Bonds.

7.10. Permitted Changes; Opinion of Bond Counsel. The Yield restrictions contained in paragraph 5.2 hereof or any other restriction or covenant contained herein need not be observed or may be changed if such nonobservance or change will not result in the loss of any exemption for the purpose of federal income taxation to which interest on the Bonds is otherwise entitled and the District receives an opinion of Bond Counsel to such effect. Unless the District otherwise directs, such opinion shall be in such form and contain such disclosures and disclaimers as may be required so that such opinion will not be treated as a covered opinion or a state or local bond opinion for purposes of Treasury Department regulations governing practice before the Internal Revenue Service (Circular 230) 31 C.F.R. pt. 10.

7.11. Successors and Assigns. The terms, provisions, covenants and conditions of this Section shall bind and inure to the benefit of the respective successors and assigns of the Board and the District.

7.12. Expectations. The Board has reviewed the facts, estimates and circumstances in existence on the date of issuance of the Bonds. Such facts, estimates and circumstances, together with the expectations of the District as to future events, are set forth in summary form in this Section. Such facts and estimates are true and are not incomplete in any material respect. On the basis of the facts and estimates contained herein, the District has adopted the expectations contained herein. On the basis of such facts, estimates, circumstances and expectations, it is not expected that Sale Proceeds, investment earnings thereon or any other moneys or property will be used in a manner that will cause the Bonds to be arbitrage bonds within the meaning of the Rebate Provisions and the Regulations. Such expectations are reasonable and there are no other facts, estimates and circumstances that would materially change such expectations.

The District also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the District responsible for issuing the Bonds, the same being the Chairman and Secretary of the Board and the Treasurer of the District, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest in the Bonds will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations

as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

Section 11. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 12. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Secretary of the Board are authorized to execute the Bond Registrar's standard form of agreement between the District and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (d) to furnish the District at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (e) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 13. Continuing Disclosure Undertaking. The Chairman of the Board is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking

under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the District as herein provided, the Continuing Disclosure Undertaking will be binding on the District and the officers, employees and agents of the District, and the officers, employees and agents of the District are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the District to comply with its obligations under the Continuing Disclosure Undertaking.

Section 14. Record-Keeping Policy and Post-Issuance Compliance Matters. It is necessary and in the best interest of the District to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Bonds and other debt obligations of the District, the interest on which is excludable from “gross income” for federal income tax purposes (including the Bonds, the “*Tax-Exempt Obligations*”). Further, it is necessary and in the best interest of the District that (i) the Board adopt policies with respect to record-keeping and (ii) the Compliance Officer (as hereinafter defined) shall at least annually review the District’s Contracts (as hereinafter defined) to determine whether the Tax-Exempt Obligations comply with the federal tax requirements applicable to each issue of the Tax-Exempt Obligations.

(a) *Compliance Officer Is Responsible for Records.* The Treasurer of the Board (the “*Compliance Officer*”) is hereby designated as the keeper of all records of the District with respect to each issue of the Tax-Exempt Obligations, and such officer shall

report to the Board at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax-Exempt Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax-Exempt Obligations, including without limitation (i) the proceedings of the District authorizing the Tax-Exempt Obligations, (ii) any offering document with respect to the offer and sale of the Tax-Exempt Obligations, (iii) any legal opinions with respect to the Tax-Exempt Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax-Exempt Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the District with respect to each issue of Tax-Exempt Obligations and shall prepare a report for the Board stating whether or not the District has any rebate liability to the U.S. Treasury, and setting forth any applicable exemptions that each issue of Tax-Exempt Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Board.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax-Exempt Obligations and shall determine what requirements the District must meet in order to maintain the tax-exemption of interest paid on the Tax-Exempt Obligations. The Compliance Officer shall then prepare a list of the contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax-Exempt Obligations is entitled to be excluded from “gross income” for federal income tax purposes. Notwithstanding any other policy of the District, such retained records shall be kept for as long as the Tax-Exempt Obligations relating to such records (and any obligations issued to refund the Tax-Exempt Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the bond transcripts delivered when any issue of Tax-Exempt Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all bond proceeds for their intended purposes;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax-Exempt Obligations has been held;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax-Exempt Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the U.S. Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax-Exempt Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the U.S. Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the District, including any leases (the “*Contracts*”), with respect to the use of any property owned by the District and acquired or financed with the proceeds of the Tax-Exempt Obligations, any part of which property is used by a private person at any time when such Tax-Exempt Obligations are or have been outstanding.

(e) *IRS Examination.* In the event the IRS commences an examination of any issue of Tax-Exempt Obligations, the Compliance Officer shall inform the Board of such event, and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination.

(f) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax-Exempt Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Board, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2009-31 or similar program instituted by the IRS.

(g) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the District has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax-Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the District’s staff is aware of the need for continuing

compliance. The Compliance Officer will provide copies of this Resolution and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax-Exempt Obligations then currently outstanding (the “*Tax Agreements*”) to staff members who may be responsible for taking actions described in such documents. The Compliance Officer will review this Resolution and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver.* The District may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax-Exempt Obligations and as authorized by passage of a resolution by the Board.

Section 15. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 16. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted November 20, 2012.

Chairman, Board of Trustees

Secretary, Board of Trustees

Agenda Item #8F

Lawrenceville Lease for FCC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 20, 2012
RE: Lawrenceville Lease for FCC

The facility which housed the Outreach Coordinator closed and FCC was able to arrange for an office in a commercial building at 2012 Lexington Avenue in Lawrenceville for \$150.00 per month. The lease is on a month to month basis until more permanent facilities can be arranged for the outreach coordinator and classroom instruction.

I ask the Board's approval of this month to month lease.

TLB/rs

Attachment

LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made this ____ day of _____, 2012, between Darren James Fontanyi of Sumner, Illinois, Landlord, and Frontier Community College, of Fairfield, Illinois, Tenant.

Landlord in consideration of the covenants herein contained does hereby lease to Tenant and Tenant does hereby lease from Landlord, Suite 104 of the commercial building located at 2012 Lexington Ave., Lawrenceville, Illinois, together with all the improvements and appurtenances belonging to or pertaining to the demised premises along with ingress and egress to all adjacent highways, roads, streets, and lanes, either public or private.

1. TERM

This Lease shall be for a term of one (1) month commencing on _____, 2012, and terminating _____, 2012, unless renewed on a month by month basis for up to 12 consecutive months.

2. RENT

Tenant agrees to pay to Landlord as rent the sum of One Hundred Fifty and No/100 Dollars (\$150.00) per month due on the ____ day of each month commencing on the execution of this agreement.

Any delinquent rent payment not paid within five (5) days will be assessed a 10% penalty charge.

Tenant shall pay one monthly installment in advance to be held by Landlord until the termination of the lease as a security deposit.

3. USAGE

The demised premises shall be used and occupied for the sole purpose of conducting Community College business.

Landlord shall install a sign in front of the building which shall meet all codes, laws and regulations applicable to it. Landlord will also provide any interior signage for Tenant.

Tenant further agrees that no sign, signal, illumination, advertisement, notice or any other lettering or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any door or window or on any part of the outside of the premises on Landlord's property without the prior written consent of Landlord.

4. ACCEPTANCE OF PREMISES

Landlord warrants that, at the commencement of the Lease term, the buildings and each appurtenance including, but not limited to, the heating, air conditioning, electrical, and plumbing systems and restrooms are in a good state of repair and working order. In the event that the buildings and appurtenances are not in such a condition, Landlord, at its sole expense, shall promptly make all necessary repairs.

Landlord warrants that, at the commencement of the lease term, the premises meet all building codes except that the Tenant assumes the obligation of ensuring that any alterations to the premises by Tenant meet building codes.

Landlord warrants that there are no zoning restrictions or other governmental ordinances of any type whatsoever that will prevent Tenant's intended use of the premises and Landlord further warrants that there are no pending condemnation proceedings which will affect Tenant's use and enjoyment of the demised premises.

5. TENANT'S MAINTENANCE

Tenant shall, at its own expense, maintain the interior of the premises in a clean condition, reasonable wear and tear excepted.

6. LANDLORD'S MAINTENANCE

Landlord shall be responsible for all maintenance and cleaning of the leased premises. Landlord shall, at its expense, maintain the exterior, the roof, foundation, structural frame, and walls. Tenant shall give Landlord written notice of any defects or the need for repairs and Landlord shall repair or cure such defects within a reasonable period of time. In the event that such repairs must be made on an emergency basis in order for Tenant to operate its business or protect its property, Tenant shall have the option to make such repairs. Landlord will be responsible for removal of snow from the sidewalk and parking lot.

7. ASSIGNMENT AND SUBLETTING

Tenant may with the consent of the Landlord sublease or assign the lease or its rights under the lease, which consent shall not be unreasonably withheld. In such event Tenant shall remain liable for the payment of all rents required to be paid and for the performance of all terms, covenants and conditions to be performed by Tenant. The acceptance of an assignment of this lease or subletting of the premises by any firm, person or corporation shall be construed as a promise on the part of such assignee or sub-tenant to be bound by and perform all the terms, conditions and covenants by which Tenant is bound.

8. INSURANCE

Tenant shall procure and maintain throughout the term of this lease, at its sole cost and expense, insuring the lease premises for both Landlord and Tenant, a policy of public liability

and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) single limit coverage.

Tenant shall deliver to Landlord certificates of the required insurance upon request and copies of renewals as required and the certificate shall provide that ten (10) days notice shall be given to Landlord in the event of cancellation, material change, alterations or amendment of the policy.

During the term of this lease Landlord shall keep all buildings and improvements insured for the benefit of the Landlord against loss or damage by fire and other perils set forth by a standard fire insurance policy with additional extended coverage for the actual cash value of the property. In the event that the demised premises shall be damaged by casualty to the extent that it is untenable in part, the rent shall be abated to the extent that the premises may not be used for Tenant's business. Landlord shall proceed with reasonable diligence to repair and rebuild the premises to substantially the same condition that existed prior to such damage.

In the event that the demised premises shall be totally destroyed or damaged so as to be untenable, either party may elect to terminate this lease within fifteen (15) days of the casualty, and in such event, Tenant shall assign its interest in the insurance proceeds for all such improvements and buildings to Landlord. In the event that neither party elects to terminate the lease with a fifteen (15) day period, Landlord shall have the obligation to restore the premises to substantially the same condition which existed prior to such destruction or damage.

9. CONDEMNATION

A. Leasehold Award

If the whole or part of the demised premises shall be taken or condemned by any competent authority for any public use or purpose during the terms of this lease, or for any extension or renewal, Tenant reserves the right to claim and prosecute its claim in all appropriate courts and agencies for an award of damages for the taking, based upon its leasehold interest and ownership of leasehold improvements, interruption of business, moving expenses and other damages available under the applicable law, without impairing any rights of Landlord for the taking of or injury to the reversion.

B. Partial Taking

In the event that a part of the demised premises shall be taken or condemned which, in the reasonable judgment of Tenant, is sufficient to render the remaining portion unsuitable for its continued use or occupancy, or in the event that a partial taking shall result in cutting off direct access from the demised premises to any adjacent public street, highway or road, then and in such event, Tenant may at some time either prior to or within a period of sixty (60) days after the date when possession of the premises shall be required by the condemning authority, elect to terminate this Lease. In the event that Tenant fails to exercise its option to terminate this Lease then this Lease shall continue in effect with respect to the portion of the demised premises not taken. If the taking results in the loss of a portion of any structure the Landlord will, with all due

diligence and at its own cost and expense, repair and restore the demised premises or what may remain to a condition suitable to Tenant's needs.

10. QUIET ENJOYMENT

Landlord warrants that it has the full right to execute and perform this Lease and to grant the demised estate and Tenant, upon payment of the rent and performance of the terms, conditions, covenants and agreements required to be performed by it, shall peacefully and quietly have, hold and enjoy the demised premises during the full term of this Lease and any extensions or renewals.

11. LANDLORD'S RIGHT OF ENTRY

The Landlord shall have the right to access the demised premises during reasonable business hours upon advance notice to Tenant for the purpose of examining or exhibiting the same or making any needed improvements or repairs to the premises.

12. UTILITY SERVICES

The cost of all utility services, including but not limited to gas, water and electricity, shall be paid by Landlord, as it is included in Tenant's rent. Tenant shall be responsible for its own phone and internet services. Landlord shall provide a phone system and Tenant shall be required to connect a line to the existing phone system and will be responsible for the cost incurred as well as the usage.

13. DEFAULT BY TENANT

If Tenant fails to pay any installment of rent due promptly on the day that the rent becomes due and payable, and continues in default for a period of five (5) days, or if Tenant fails to promptly keep and perform any other affirmative covenant of this Lease strictly in accordance with the terms of this Lease and continues in default for a period of thirty (30) days, then and in any event, and as often as any such event shall occur, Landlord may (a) declare the term ended and enter into the demised premises or any portion thereof, either with or without process of law, and expel Tenant or any person occupying the premises, using such force as may be reasonably necessary to do so, and so to repossess and enjoy the premises as in Landlord's former estate; and/or (b) relet the premises applying the rental from the new Tenant to this Lease, and Tenant shall be responsible for no more than the balance that may be due, should a balance exist.

Notwithstanding anything in this clause to the contrary, if any default shall occur other than in the payment of money, which cannot with due diligence be cured within a period of fifteen (15) days from and after the giving of notice, and Tenant prior to the expiration of fifteen (15) days from and after the giving of notice, commences to eliminate the cause of default, then the Landlord shall not have the right to declare the term ended by reason of the default.

In the event legal action is required by either party, the prevailing party shall be entitled to recover reasonable attorney's fee and court costs.

14. **OPTION TO EXTEND**

Tenant shall have the right, privilege and option to extend this Lease on a month to month basis for a period of one year from the date of expiration of the term, upon the same terms and conditions except for increases in rent as provided below, upon notice in writing to Landlord of Tenant's intention to exercise this option giving at least fifteen (15) days notice prior to the expiration of the term.

In the event Tenant exercises its option to renew this Lease, the rent during the renewal period shall be negotiated and determined prior to the termination of the primary term of this Lease.

15. **NOTICE**

If at any time after the execution of this Lease, it shall become necessary or convenient for one of the parties to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing, signed by the party serving the notice, deposited in the registered or certified United States mail, return receipt requested, postage prepaid and (a) if intended for Landlord, shall be addressed to 2012 Lexington Ave., Suite 101, Lawrenceville, Illinois and (b) if intended for the Tenant shall be addressed to 2012 Lexington Ave., Suite 104, Lawrenceville, Illinois, or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the date of receipt shown on the United States postal receipt.

16. **MISCELLANEOUS**

In the event of any proposed sale by Landlord of the premises during the lease term and any renewals thereof, Tenant shall have fifteen (15) days from notification of any bona fide offer to purchase the premises upon the same terms and conditions as the offer.

17. **MODIFICATIONS**

No waivers, alterations, or modifications of this Lease or any agreements in connection with it shall be valid unless in writing and duly executed by both Landlord and Tenant.

18. **RENOVATIONS**

There shall be no modification or renovation of the premises without first obtaining the written permission of the Landlord. Any renovation or remodeling done by the Tenant with the consent of the Landlord shall remain on the leased premises at the termination of this Agreement.

19. **SAVINGS CLAUSE**

This Agreement shall be governed by the laws of the State of Illinois, and in the event that any of the terms and provisions are in violation of or prohibited by any law, statute or

ordinance of the state or city where it is used, such term or provision shall be of no force and effect to the extent of such violation or prohibition without invalidating the terms and provisions of this Agreement.

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

DARREN JAMES FONTANYI

FRONTIER COMMUNITY COLLEGE

2012 Lexington Ave., Suite 101
Lawrenceville, IL 62439

BY: _____

ATTEST: _____

This instrument prepared by:

Lindsey D. Floyd
Law Offices of James D. Stout
324 N. Main, P.O. Box 8
Bridgeport, IL 62417
Telephone: (618) 945-2911

Agenda Item #8G

Affiliation Agreement with Weber Medical Clinic – Phlebotomy

Agenda Item #8G

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 20, 2012
RE: Affiliation Agreement with Weber Medical Clinic – Phlebotomy

IECC wishes to enter into a new affiliation agreement with Weber Medical Clinic, located in Olney, Illinois.

This affiliation agreement is for the Phlebotomy Program located at Olney Central College and is our standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

**AFFILIATION AGREEMENT
BETWEEN
ILLINOIS EASTERN COMMUNITY COLLEGES,
District # 529
Olney Central College Phlebotomy Program**

AND

**Weber Medical Clinic
1200 East Street
Olney, IL 62450-2432**

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

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.
3. DISTRICT #529 faculty will:
 - be responsible for the teaching the didactic portion of the Phlebotomy Program;
 - work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
 - coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
 - review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.
4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.
5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529, and will comply with the policies of the health AGENCY.

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

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

the job.

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.

8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

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

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

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

13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their phlebotomy laboratory experience needed for graduation at the AGENCY.

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

AGENCY

ILLINOIS EASTERN
COMMUNITY COLLEGES
DISTRICT #529,
OLNEY CENTRAL COLLEGE

Director of Medical Laboratory Services

Phlebotomy Instructor

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Olney Central College

Chairman, IECC Board of Trustees

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

Adopted 6-2005

Agenda Item #8H

Affiliation Agreement with Richland Memorial Hospital – Phlebotomy

Agenda Item #8H

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 20, 2012
RE: Affiliation Agreement with Richland Memorial Hospital – Phlebotomy

IECC wishes to enter into a new affiliation agreement with Richland Memorial Hospital, located in Olney, Illinois.

This affiliation agreement is for the Phlebotomy Program located at Olney Central College and is our standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

AFFILIATION AGREEMENT
BETWEEN
ILLINOIS EASTERN COMMUNITY COLLEGES,
District # 529
Olney Central College Phlebotomy Program
AND
Richland Memorial Hospital
800 Locust Street
Olney, IL 62450

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

WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy Program subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the Associate Dean and/or Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory Service on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 faculty will:

- be responsible for the teaching the didactic portion of the Phlebotomy Program;
- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy students.

5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529, and will comply with the policies of the health AGENCY.

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

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

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

6. The faculty and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.

8. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

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

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

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

13. An annual review of the agreement will be made. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Phlebotomy Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their phlebotomy laboratory experience needed for graduation at the AGENCY.

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

AGENCY

ILLINOIS EASTERN
COMMUNITY COLLEGES
DISTRICT #529,
OLNEY CENTRAL COLLEGE

Director of Medical Laboratory Services

Phlebotomy Instructor

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Olney Central College

Chairman, IECC Board of Trustees

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

Adopted 6-2005

Agenda Item #8I

Affiliation Agreement with Edwards' County Health Department – Emergency Response

Agenda Item #8I

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 20, 2012
RE: Affiliation Agreement with Edwards' County Health Department –
Emergency Response

IECC wishes to enter into a new affiliation agreement with Edwards' County Health Department, located in Albion, Illinois.

This affiliation agreement is for the Emergency Response Program located at Frontier Community College and is our standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

AFFILIATION AGREEMENT

Between
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529
FRONTIER COMMUNITY COLLEGE
and
EDWARD'S COUNTY HEALTH DEPARTMENT
for
EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 25th day of October, 2012, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and EDWARD'S COUNTY HEALTH DEPARTMENT, Albion, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the PROGRAM for observation and participation by the students and faculty of the DISTRICT's PROGRAM, subject to the conditions and limitations contained herein;
2. The arrangements for use of said facilities of the AGENCY will be made by the Program Director of the Emergency Preparedness & Industrial Quality Management Program on behalf of the DISTRICT and the Director of Nursing on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses;
3. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's Director of Nursing will retain full authority and make final decisions for procedures assigned to PROGRAM students;
4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;

6. The DISTRICT will maintain on file, copies of the following student information, that shall be made available to the AGENCY upon request: valid Illinois driver's license, current CPR certification, current Illinois EMT-B licensure (applicable to Paramedic students), background screen results, drug screen results, immunization record, health examination record, proof of health coverage, proof of seasonal flu vaccination administered since August of the current academic year, and documentation by the DISTRICT instructor confirming that the student has completed and passed specific, required competencies prior to AGENCY clinical rotation.
7. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;
8. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
9. DISTRICT faculty will:
 - a. be responsible for guiding students and teaching the PROGRAM;
 - b. work with the staff of the AGENCY in coordination of the clinical laboratory objectives to be completed at the AGENCY;
 - c. coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
 - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical setting;
10. The AGENCY's Director of Nursing will coordinate with the DISTRICT and the AGENCY's preceptor to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives and evaluation forms to be completed by the AGENCY appointed Clinical Supervisor;
11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
12. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
13. PROGRAM students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY;
14. Students are responsible for seeking health care if the need arises. Students are required to carry their own health coverage and are required to pay their own health care fees;
15. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job;
16. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT will furnish the AGENCY, upon request, a medical record for each participating student

showing that said student fully complies with the health requirements required by the AGENCY;

17. The faculty and students of the DISTRICT participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
18. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff;
19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
20. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY (See attached Certificate of Insurance);
21. AGENCY will not request monetary reimbursement from PROGRAM students and faculty assigned to, or making use of any clinical facilities of the AGENCY under the contemplated program.
22. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
23. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 25th day of October, 2012.

EDWARD'S COUNTY HEALTH DEPARTMENT

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529, FRONTIER
COMMUNITY COLLEGE

Administrator

Chairman, IECC Board of Trustees

Director of Nursing

CEO, Illinois Eastern Community Colleges

President, Frontier Community College

Agenda Item #8J

Affiliation Agreement with Wayne City Ambulance Service – Emergency Response

Agenda Item #8J

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 20, 2012
RE: Affiliation Agreement with Wayne City Ambulance Service –
Emergency Response

IECC wishes to enter into a new affiliation agreement with Wayne City Ambulance Service, located in Wayne City, Illinois.

This affiliation agreement is for the Emergency Response Program located at Frontier Community College and is our standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

AFFILIATION AGREEMENT

Between
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529
FRONTIER COMMUNITY COLLEGE
and
WAYNE CITY AMBULANCE SERVICE
for
EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 17th day of October, 2012, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and WAYNE CITY AMBULANCE SERVICE, Wayne City, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the PROGRAM for observation and participation by the students and faculty of the DISTRICT's PROGRAM, subject to the conditions and limitations contained herein;
2. The arrangements for use of said facilities of the AGENCY will be made by the Program Director of the Emergency Preparedness & Industrial Quality Management Program on behalf of the DISTRICT and the Director on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses;
3. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;
4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;

6. The DISTRICT will maintain on file, copies of the following student information, that shall be made available to the AGENCY upon request: valid Illinois driver's license, current CPR certification, current Illinois EMT-B licensure (applicable to Paramedic students), background screen results, drug screen results, immunization record, health examination record, proof of health coverage, proof of seasonal flu vaccination administered since August of the current academic year, and documentation by the DISTRICT instructor confirming that the student has completed and passed specific, required competencies prior to AGENCY clinical rotation.
7. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;
8. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
9. DISTRICT faculty will:
 - a. be responsible for guiding students and teaching the PROGRAM;
 - b. work with the staff of the AGENCY in coordination of the clinical field training objectives to be completed at the AGENCY;
 - c. coordinate the student clinical assignment with the Agency appointed Field Training Officer; and
 - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical field training setting;
10. The AGENCY's Director will coordinate with the DISTRICT and the AGENCY's Field Training Officer to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives; students will be charged with maintaining evaluation forms to be completed by the AGENCY appointed Field Training Officer;
11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
12. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
13. PROGRAM students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY;
14. Students are responsible for seeking health care if the need arises. Students are required to carry their own health coverage and are required to pay their own health care fees;
15. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job;
16. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT will furnish the AGENCY, upon request, a medical record for each participating student

showing that said student fully complies with the health requirements required by the AGENCY;

17. The faculty and students of the DISTRICT participating in the clinical field training experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
18. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff; the AGENCY will coordinate with the DISTRICT PROGRAM faculty and director to determine AGENCY staff who will serve as Field Training Officers during the duration of the four-paramedic course series. AGENCY staff will be expected to read and acknowledge acceptance of the FCC EP's Field Training Officer Field Training Guide, read and acknowledge acceptance of a FERPA (Family Educational Rights and Privacy Act) tutorial, and complete an FTO agreement provided by the DISTRICT PROGRAM.
19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
20. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY (See attached Certificate of Insurance);
21. AGENCY will not request monetary reimbursement from PROGRAM students and faculty assigned to, or making use of any clinical facilities of the AGENCY under the contemplated program.
22. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
23. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 17th day of October, 2012.

WAYNE CITY AMBULANCE SERVICE

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529, FRONTIER
COMMUNITY COLLEGE

Director

Chairman, IECC Board of Trustees

Chairman, Wayne City Ambulance Board

CEO, Illinois Eastern Community Colleges

President, Frontier Community College

Agenda Item #8K

Affiliation Agreement with United Life Care – Emergency Response

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 20, 2012
RE: Affiliation Agreement with United Life Care –
Emergency Response

IECC wishes to enter into a new affiliation agreement with United Life Care Ambulance Service , located in Robinson, Illinois.

This affiliation agreement is for the Emergency Response Program located at Frontier Community College and is our standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

AFFILIATION AGREEMENT

Between
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529
FRONTIER COMMUNITY COLLEGE
and
UNITED LIFE CARE
for
EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 26th day of October, 2012, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and UNITED LIFE CARE, Robinson, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the PROGRAM for observation and participation by the students and faculty of the DISTRICT's PROGRAM, subject to the conditions and limitations contained herein;
2. The arrangements for use of said facilities of the AGENCY will be made by the Program Director of the Emergency Preparedness & Industrial Quality Management Program on behalf of the DISTRICT and the Director on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses;
3. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the PROGRAM on behalf of the DISTRICT will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY's Director will retain full authority and make final decisions for procedures assigned to PROGRAM students;
4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;

6. The DISTRICT will maintain on file, copies of the following student information, that shall be made available to the AGENCY upon request: valid Illinois driver's license, current CPR certification, current Illinois EMT-B licensure (applicable to Paramedic students), background screen results, drug screen results, immunization record, health examination record, proof of health coverage, proof of seasonal flu vaccination administered since August of the current academic year, and documentation by the DISTRICT instructor confirming that the student has completed and passed specific, required competencies prior to AGENCY clinical rotation.
7. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;
8. The DISTRICT shall coordinate with the AGENCY to identify the exact number of students to be enrolled in the PROGRAM. Admission is subject to all obligations contained in the DISTRICT's and AGENCY's admission policies and procedures, which is included by reference and made part of this contract;
9. DISTRICT faculty will:
 - a. be responsible for guiding students and teaching the PROGRAM;
 - b. work with the staff of the AGENCY in coordination of the clinical field training objectives to be completed at the AGENCY;
 - c. coordinate the student clinical assignment with the Agency appointed Field Training Officer; and
 - d. review and evaluate, in cooperation with the Agency, the student's progress in the clinical field training setting;
10. The AGENCY's Director will coordinate with the DISTRICT and the AGENCY's Field Training Officer to ensure that specific assignment of learning experiences to specific students is consistent with PROGRAM outcomes/objectives. Assigned experiences will be selected for the educational benefit of the student. The District will provide the AGENCY a written set of clinical outcomes/objectives; students will be charged with maintaining evaluation forms to be completed by the AGENCY appointed Field Training Officer;
11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee;
12. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
13. PROGRAM students and Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY;
14. Students are responsible for seeking health care if the need arises. Students are required to carry their own health coverage and are required to pay their own health care fees;
15. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job;
16. Prior to the use of any AGENCY facilities, under the contemplated program, the DISTRICT will furnish the AGENCY, upon request, a medical record for each participating student

showing that said student fully complies with the health requirements required by the AGENCY;

17. The faculty and students of the DISTRICT participating in the clinical field training experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT PROGRAM faculty may be included in demonstrations of new equipment and techniques;
18. The DISTRICT will provide a PROGRAM orientation for the AGENCY staff; the AGENCY will coordinate with the DISTRICT PROGRAM faculty and director to determine AGENCY staff who will serve as Field Training Officers during the duration of the four-paramedic course series. AGENCY staff will be expected to read and acknowledge acceptance of the FCC EP's Field Training Officer Field Training Guide, read and acknowledge acceptance of a FERPA (Family Educational Rights and Privacy Act) tutorial, and complete an FTO agreement provided by the DISTRICT PROGRAM.
19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
20. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. PROGRAM Faculty and students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY (See attached Certificate of Insurance);
21. AGENCY will not request monetary reimbursement from PROGRAM students and faculty assigned to, or making use of any clinical facilities of the AGENCY under the contemplated program.
22. An annual review may be requested by either party by June 1 of each calendar year. A formal review shall be made every three years. Either party hereto may terminate this agreement provided all currently enrolled students have adequate time to complete PROGRAM requirements. Upon request for termination by either party, no new students shall be assigned to the AGENCY;
23. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 26th day of October, 2012.

UNITED LIFE CARE

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529, FRONTIER
COMMUNITY COLLEGE

Director

Chairman, IECC Board of Trustees

CEO, Illinois Eastern Community Colleges

President, Frontier Community College

Agenda Item #8L

Affiliation Agreement with Wayne County Ambulance – Emergency Response

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 20, 2012
RE: Affiliation Agreement with Wayne County Ambulance –
Emergency Response

IECC wishes to enter into a new affiliation agreement with Wayne County Ambulance Service, located in Fairfield, Illinois.

This affiliation agreement is for the Emergency Response Program located at Frontier Community College and is our standard affiliation agreement utilized by the District.

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

TLB/rs

Attachment

AFFILIATION AGREEMENT

Between
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529
FRONTIER COMMUNITY COLLEGE
and
WAYNE COUNTY AMBULANCE
for
EMERGENCY RESPONSE TRAINING

THIS AGREEMENT made and entered into this 18th day of September, 2012, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: FRONTIER COMMUNITY COLLEGE (hereinafter referred to as DISTRICT), for its EMERGENCY RESPONSE TRAINING Programs (hereinafter referred to as PROGRAM) and WAYNE COUNTY AMBULANCE, Fairfield, Illinois (hereinafter referred to as AGENCY). WITNESSETH THAT:

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

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

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

1. The AGENCY agrees to make its facilities available in all areas related to the PROGRAM for observation and participation by the students and faculty of the DISTRICT's PROGRAM, subject to the conditions and limitations contained herein;
2. The arrangements for use of said facilities of the AGENCY will be made by the Program Director of the Emergency Preparedness & Industrial Quality Management Program on behalf of the DISTRICT and the Director on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses;
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4. The care of the patient will at all times remain the full responsibility of the AGENCY;
5. DISTRICT will be responsible for the administration of the program, including admissions, academic guidance, and registration of students; supervision of program students; supervising program faculty; curriculum quality; and ensuring that the program stays in compliance with State and National accrediting agency guidelines;

6. The DISTRICT will maintain on file, copies of the following student information, that shall be made available to the AGENCY upon request: valid Illinois driver's license, current CPR certification, current Illinois EMT-B licensure (applicable to Paramedic students), background screen results, drug screen results, immunization record, health examination record, proof of health coverage, proof of seasonal flu vaccination administered since August of the current academic year, and documentation by the DISTRICT instructor confirming that the student has completed and passed specific, required competencies prior to AGENCY clinical rotation.
7. Persons enrolled and provided instruction at AGENCY shall be DISTRICT students and shall be entitled to all benefits and privileges and subject to all obligations contained in DISTRICT catalog, which is included by reference and made a part of this contract;
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 - a. be responsible for guiding students and teaching the PROGRAM;
 - b. work with the staff of the AGENCY in coordination of the clinical field training objectives to be completed at the AGENCY;
 - c. coordinate the student clinical assignment with the Agency appointed Field Training Officer; and
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12. Supervision of the health of all students making use of any of the AGENCY's facilities, as contemplated herein; will be the responsibility of the DISTRICT, and will comply with the policies of the AGENCY;
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14. Students are responsible for seeking health care if the need arises. Students are required to carry their own health coverage and are required to pay their own health care fees;
15. This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job;
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19. PROGRAM students and faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records;
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23. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by duly authorized officials of the DISTRICT and AGENCY this 18th day of September, 2012.

WAYNE COUNTY AMBULANCE

ILLINOIS EASTERN COMMUNITY
COLLEGE DISTRICT #529, FRONTIER
COMMUNITY COLLEGE

Director

Chairman, IECC Board of Trustees

Chairman, Wayne Co. Ambulance Board

CEO, Illinois Eastern Community Colleges

President, Frontier Community College

Agenda Item #9

Bid Committee Report

Lincoln Trail College
Entrance Sign Upgrade
Maintenance Storage Shed

BID COMMITTEE REPORT
November 2012

Lincoln Trail College

1. Entrance Sign Upgrade
2. Maintenance Storage Shed

TO: Board of Trustees
 FROM: Bid Committee
 SUBJECT: Bid Recommendation – Entrance Sign Upgrade
 DATE: November 20, 2012

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

The Bid Committee recommends acceptance of the low bid received that meets all specifications from **T-Graphics** located in **Oblong, IL** for a total bid of **\$68,919.00**.

Company	Base Project Bid Includes the Entire Project, with a Message Center Size 41" x 10' - 3"	Alternate #1 With a Message Center 1" x 11' - 3"	Alternate #2 With a Message Center 1" x 12' - 3"
T Graphics Oblong, IL	\$68,919.00	71,866.50	77,214.00

Respectfully submitted,

Terry Bruce
 Mitch Hannahs
 Harry Hillis, Jr.

Source of Funds: Auxiliary Fund – Special Projects

Department: LTC Campus

Rationale for Purchase: site improvement-upgrade of original entrance sign.

The “Advertisement for Bids” was placed in the Daily Republican Register for one (1) day.

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1. **SCOPE**

The work covered by these SPECIFICATIONS consists of furnishing all materials, accessories, equipment, tools, transportation, services, labor and performing all operations required to install, test, and place in operation, the various items of the Entrance Sign Upgrade. The project is located at the entrance of the main campus of the Lincoln Trail College, Robinson, Illinois.

2. **PROJECT SPECIFICS**

A. Project Title

For the purpose of project identification and reference, the project shall be officially referred to as the LINCOLN TRAIL COLLEGE - ENTRANCE SIGN UPGRADE.

B. Owner

Any reference to OWNER in these SPECIFICATIONS, shall be used to identify the ILLINOIS EASTERN COMMUNITY COLLEGES.

C. Contractor

Any reference in the SPECIFICATIONS to a "contractor" shall be construed to mean the GENERAL CONTRACTOR, who is, or will be, a party to the AGREEMENT with the OWNER.

D. Time For Completion

These SPECIFICATIONS allow for ONE HUNDRED TWENTY (120) calendar days to complete the project.

3. **EXAMINATION OF CONTRACT DOCUMENTS & PROJECT SITE**

Each BIDDER should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions affecting the performance of the PROJECT

4. **"OR EQUAL" SUBMITTAL REQUIREMENTS**

The PROJECT has been designed around the use of specific equipment, either manufactured or integrated by specific manufactures. The OWNER may consider alternate submittals for pre-approval, or consider them "EQUAL"; however, the submittals shall be received consistent with the following requirements:

1. In sufficient detail to allow the OWNER to draw comparisons to that specified, and shall be submitted in one (1) neatly bound package. Submittals received without sufficient data will be dismissed. The OWNER is not required to request additional documentation. It is the CONTRACTOR's responsibility to provide adequate detail. Adequate detail shall include but not be limited to the following:
 - a. Technical contact information for the supplying entity.
 - b. Dimensional drawings specific to the proposed project.
 - c. References.
2. Shall only be received from prospective CONTRACTORS intending to BID the project as a PRIME CONTRACTOR. Submittals will not be accepted from prospective suppliers or potential sub-

- contractors.
3. Shall be submitted fourteen (14) days prior to the originally defined BID OPENING date.
 4. Shall identify three (3) recent project installations, considered to be within reasonable locality to the project.

In the event review time is deemed to substantial, the OWNER shall not be required to provide free services for the item's review. Any items submitted with a BID without pre-approval from the OWNER, shall be made at the CONTRACTOR'S sole risk.

5. FURNISHING OF MATERIALS

It is the CONTRACTOR'S responsibility too construct the proposed project as intended by these SPECIFICATIONS. The CONTRACTOR shall consult specifically with each supplier to determine what will be furnished by each supplier and what will require furnishing. The OWNER accepts no responsibility for the uncertainty of required materials. Under no circumstances shall the OWNER make concessions for "re-stocking fees" or "excess materials".

6. OPERATION & MAINTENANCE MANUALS

The CONTRACTOR shall provide the OWNER with all pertinent information relating to operation and maintenance of the equipment supplied.

7. GUARANTEE & MAINTENANCE OF SYSTEM

Upon acceptance of the CONTRACT AWARD, the CONTRACTOR warrants and guarantees for a period of one (1) year from the date of completion, that the completed system is free from all defects due to faulty materials or workmanship.

8. BIDS / ALTERNATE BIDS

BIDS shall be provided for the base project, which includes the entire project, with a message center size of 41" x 10'-3".

Alternate BIDS shall then be provided for increase to provide:

Alternate #1: With Message Center Size 41" x 11'-3"

Alternate #2: With Message Center Size 41" x 12'-3"

9. EXISTING SIGN

The existing sign shall be preserved to the extent all existing masonry and foundations will be retained and restored.

All components removed from the sign shall remain the property of the OWNER. Caution shall be used to remove the existing components.

10. METAL STRUCTURE

The detail drawings attached identify the approximate size of the structure modifications. All steel members shall be 8" square or 4" square in dimension as shown on the detail(s), and shall be steel hollow tubing. All materials shall be shaped and contoured to provide the approximate aesthetic look as shown on the detail. All welds shall be continuous welds. All materials shall be properly primed and painted, which shall include a sandblasting or power tool preparation of the raw

steel components. The finish color shall be as selected by the OWNER.

11. MASONRY

The existing masonry units shall be retained to the maximum extent possible, and shall be extended to an approximate height of twelve (12) feet. The CONTRACTOR shall select a masonry unit and grout color that best matches the existing. Upon completion, the entire set of masonry units shall be sandblasted/etched, to remove scale and weathering, to facilitate a close resemblance in uniform color.

12. ELECTRICAL POWER

The CONTRACTOR shall make provision for the extension of power within the proposed improvements, installing conduits and appurtenances as necessary, but shall not be responsible for the extension of power to the structure. The OWNER shall complete this process once the CONTRACTOR notifies them he is ready.

13. SIGNAGE / LETTERS

The signage/letters shall be as manufactured by Gemini, Inc., or approved equal. The letters shall be fifteen (15) inches in height, in a Custom Square Serif text. The letters shall be manufactured to be compatible with the options hereinafter identified. The color shall be as selected by the OWNER. The letters shall spell "LINCOLN TRAIL COLLEGE". These shall be duplicated for a dual sided installation.

The letters shall be equipped with LuxemBright LED'S. The light color shall be white. The lights shall be provided with a power supply as recommended by the manufacture.

14. MESSAGE CENTER

The BASE BID message center shall be as manufactured by Time-O-Matic, Inc, and shall be 41" x 10'-3" x 8" in size. Specific features of this message center shall be as follows:

- | | |
|-------------------------|--------------------------------------------|
| a. Color: | LED RGB |
| b. Color Capability: | 1.15 Quintillion |
| c. Viewing Angles: | 140 Horz / 70 Vert |
| d. Video: | 30 FPS (w/ AVI & Ignite Graphics Software) |
| e. Brightness: | Day 10,000 NIT's Max / Night 750 NIT Max |
| f. Communications | RWF High Speed Long Range V |
| g. Temperature Sensors: | To Be Included w/ 15' Cable |
| h. Software Training: | To Be Included via Web Base |
| i. Cabinet Style: | Cross Vent |

The message center shall operate on a standard 120V/Single Phase electrical service, sized per manufacture's recommendation.

The message center shall allow for dual sided viewing, and shall incorporate six (6) lines of text, at a five (5) inch character height.

Alternate prices for identified sizes shall be provided as requested.

14. APPRECIATION PLAQUES

The CONTRACTOR shall provide and install four (4) appreciation plaques. The plaques shall be approximately 18" square in size, and shall be aluminum, with a bronze colored, painted finish. The plaques shall allow for unlimited detail, as these plaques will require the incorporation of specific company logos from respective donors. The plaques shall be installed per the manufactures recommendation.

16. SITE CLEAN-UP

The CONTRACTOR shall remove all debris from the site, including packaging, old components, clippings, etc. The site shall be left in a "broom clean" finish.

Base Project Bid which includes the entire project, with a message center size of 41" x 10' -3" \$ _____

Alternate #1 With Message Center Size 41" x 11' - 3" \$ _____

Alternate #2 With Message Center Size 41" x 12' -3" \$ _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX NO. _____

DATE _____

NOTE: PLEASE SUBMIT BID IN DUPLICATE

TO: Board of Trustees
FROM: Bid Committee
SUBJECT: Bid Recommendation – Maintenance Storage Shed
DATE: November 20, 2012

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

The Bid Committee recommends rejecting all bids received.

Maintenance Storage Shed Lincoln Trail College		
Company	Total Bid with 4" Concrete in half of the shed	Total Bid Without Concrete
Illini Builders Company of Olney	\$88,165.00	\$69,158.00

Respectfully submitted,

Terry Bruce
Mitch Hannahs
Harry Hillis, Jr

The "Advertisement for Bids" was placed in the Daily Republican Register for one (1) day.

Dimension (Width X Length X Bottom Chord Height: 40' 0" X 120' 0" X 10'

1-120' dividing wall metal one-one side covered up to roof

Overhangs (Eave1/Eave2/End) 0/0/0

Loading: 21/4/04 Pitch 3.5

Truss Spacing: 8'

Roof Purlin Size: 2 x 4

Roof Purlin Spacing: 2'

10' bays on one side

Side Wall Post Spacing: 8'

End Wall Post Spacing: 8'

Engineered Column Size (4.12x5.38 – 3 ply & 5.38 x 5.5. 4-ply): 6x6

Post Embedment (with 80# sackrete bag): Bag

Girt Size (A): 2 x 4

Wall Girt Spacing (A): 24

of Treated Splash/Skirt Rows (A): 0 Splash/Skirt Size (A): 2x 6

Roofing: #1-Steel/Roofing G-Rib or equivalent

Siding: #1-Steel/Siding G-Rib or equivalent Liner type: Steel liner pan or equivalent

Roof Trim: Ridge Cap GRABERPOST CHRIGP or equivalent

Fascia Trim: Angle GRABERPOST CH 5 ½ or equivalent

Wall Trim: Outside Corner GRABERPOST CH10C or equivalent

Base Trim: Base Mold/Rat G GRABERPOST CHRATG or equivalent

Roof Insulation: Single Bubble R1

2 Door 3 w x 6.67 WHITE 75531 OD T-Man-4Way USwng

1 Door 12w x 10h(minimum) GRAB ERPOST Sliding or equivalent

NO FILL & NO PERMITS INCLUDED

Dimension (Width X Length X Bottom Chord Height: 40' 0" X 120' 0" X 10'

1-120' dividing wall metal one-side covered up to roof

Overhangs (Eave1/Eave2/End) 0/0/0

Loading: 21/4/04 Pitch 3.5

Truss Spacing: 8'

Roof Purlin Size: 2 x 4

Roof Purlin Spacing: 2'

10' bays on one side

Side Wall Post Spacing: 8'

End Wall Post Spacing: 8'

Engineered Column Size (4.12x5.38 – 3 ply & 5.38 x 5.5. 4-ply): 6x6

Post Embedment (with 80# sackrete bag): Bag

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Fascia Trim: Angle GRABERPOST CH 5 ½ or equivalent

Wall Trim: Outside Corner GRABERPOST CH10C or equivalent

Base Trim: Base Mold/Rat G GRABERPOST CHRATG or equivalent

Roof Insulation: Single Bubble R1

2 Door 3 w x 6.67 WHITE 75531 OD T-Man-4Way USwng

1 Door 12w x 10h(minimum) GRABERPOST Sliding or equivalent

4" concrete ½ of building

NO FILL & NO PERMITS INCLUDED

START DATE _____

COMPLETED BY _____

ALL FREIGHT, SHIPPING, DELIVERY, HANDLING AND INSTALLATION CHARGES ARE TO BE INCLUDED IN BID TOTAL. THE QUOTATION AS SUBMITTED ON THIS FORM WILL REMAIN FIRM FOR SIX WEEKS FROM THE DATE QUOTATION IS OPENED BY ILLINOIS EASTERN COMMUNITY COLLEGES.

TOTAL BID with 4" concrete in half of the building \$ _____

TOTAL BID without concrete floor \$ _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX NO. _____

DATE _____

NOTE: PLEASE SUBMIT BID IN DUPLICATE

Agenda Item #10

District Finance

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

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529

TREASURER'S REPORT
October 31, 2012

FUND	BALANCE
Educational	\$5,794,143.97
Operations & Maintenance	\$998,123.27
Operations & Maintenance (Restricted)	(\$29,769.08)
Bond & Interest	\$1,826,760.77
Auxiliary	\$2,695,942.08
Restricted Purposes	(\$270,645.82)
Working Cash	\$191,090.35
Trust & Agency	\$434,126.61
Audit	(\$15,251.46)
Liability, Protection & Settlement	\$684,795.09
TOTAL ALL FUNDS	\$12,309,315.78

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
October 31, 2012

	ALL FUNDS
	Fiscal
	Year
	2013
ASSETS:	
CASH	12,309,316
IMPREST FUND	21,900
CHECK CLEARING	12,500
INVESTMENTS	17,090,000
RECEIVABLES	3,798,432
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	624,458
OTHER ASSETS	466,102
TOTAL ASSETS AND OTHER DEBITS:	34,322,708
LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	192,021
ACCOUNTS PAYABLE	74,751
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
OTHER LIABILITIES	509,969
TOTAL LIABILITIES:	776,741
EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	3,099,351
PR YR BDGTED CHANGE TO FUND BALANCE	1,165,273
FUND BALANCES:	
FUND BALANCE	19,414,783
RESERVE FOR ENCUMBRANCES	9,866,560
TOTAL EQUITY AND OTHER CREDITS	33,545,967
TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	34,322,708

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 As Of October 31, 2012

ALL FUNDS

FY 2013
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	4,688,295
STATE GOVT SOURCES	0
STUDENT TUITION & FEES	7,739,751
SALES & SERVICE FEES	1,495,656
FACILITIES REVENUE	1,255
INVESTMENT REVENUE	34,528
OTHER REVENUES	31,128
TOTAL REVENUES:	13,990,613

EXPENDITURES:

INSTRUCTION	3,832,671
ACADEMIC SUPPORT	136,449
STUDENT SERVICES	409,619
PUBLIC SERV/CONT ED	24,373
OPER & MAINT PLANT	816,838
INSTITUTIONAL SUPPORT	2,187,819
SCH/STUDENT GRNT/WAIVERS	2,889,107
AUXILIARY SERVICES	1,660,808
TOTAL EXPENDITURES:	11,957,684

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	2,032,929
-------------------------------------	-----------

Illinois Eastern Community Colleges
Operating Fund - Income Statement
CASH BASIS
July 1, 2012 -- October 31, 2012

REVENUES:	Education Fund	O & M Fund	Total Operating Funds
Local Government Sources	1,877,996	804,648	2,682,644
State Government Sources	-	-	-
Net Tuition and Fees	2,850,898	-	2,850,898
Sales & Service Fees	25,651	-	25,651
Facilities Revenue	-	970	970
Investment Revenue	19,221	4,999	24,220
Other Revenues	16,003	-	16,003
TOTAL REVENUES:	<u>4,789,769</u>	<u>810,617</u>	<u>5,600,386</u>
EXPENDITURES:			
Salaries	4,509,922	253,390	4,763,312
Employee Benefits	633,254	47,071	680,325
Contractual Services	206,626	85,094	291,720
Materials	389,665	79,872	469,537
Travel & Staff Development	72,565	2,039	74,604
Fixed Charges	91,730	18,369	110,099
Utilities	21,007	288,400	309,407
Capital Outlay	137,016	26,307	163,323
Other	38,321	-	38,321
TOTAL EXPENDITURES:	<u>6,100,106</u>	<u>800,542</u>	<u>6,900,648</u>
TRANSFERS :			
Interfund Transfers	<u>(1,153,635)</u>	<u> </u>	<u>(1,153,635)</u>
TOTAL TRANSFERS:	<u>(1,153,635)</u>	<u> </u>	<u>(1,153,635)</u>
NET INCREASE/DECREASE IN NET ASSETS	<u><u>(2,463,972)</u></u>	<u><u>10,075</u></u>	<u><u>(2,453,897)</u></u>

**OPERATING FUNDS
COMPARISON REPORT FY11-13**

College	Category	FISCAL YEAR 2011			FISCAL YEAR 2012			FISCAL YEAR 2013			% of Year
		Estimated Budget	Spent Thru October	% of Bdgt	Estimated Budget	Spent Thru October	% of Bdgt	Estimated Budget	Spent Thru October	% of Bdgt	
Frontier	Bills		\$ 621,560		\$ 582,833		\$ 623,738				
	Payroll		645,649		682,172		653,072				
	Totals	\$ 4,352,051	1,267,209	29%	\$ 4,378,358	1,265,005	29%	\$ 4,312,683	1,276,810	30%	33%
Lincoln Trail	Bills		562,300		564,558		612,219				
	Payroll		674,718		754,293		741,549				
	Totals	\$ 4,436,027	1,237,018	28%	\$ 4,566,700	1,318,851	29%	\$ 4,498,201	1,353,768	30%	33%
Olney Central	Bills		744,304		755,481		870,291				
	Payroll		1,432,440		1,489,122		1,487,443				
	Totals	\$ 7,257,531	2,176,744	30%	\$ 7,434,923	2,244,603	30%	\$ 7,323,399	2,357,734	32%	33%
Wabash Valley	Bills		850,175		936,790		1,053,174				
	Payroll		901,418		955,835		911,784				
	Totals	\$ 5,907,806	1,751,593	30%	\$ 6,115,012	1,892,625	31%	\$ 6,023,287	1,964,958	33%	33%
Workforce Educ.	Bills		1,055,851		1,174,365		1,110,016				
	Payroll		428,978		423,037		394,920				
	Totals	\$ 4,731,642	1,484,829	31%	\$ 5,377,687	1,597,402	30%	\$ 5,297,022	1,504,936	28%	33%
District Office	Bills		74,104		69,129		79,581				
	Payroll		256,752		282,274		290,700				
	Totals	\$ 1,168,424	330,856	28%	\$ 1,285,431	351,403	27%	\$ 1,266,150	370,281	29%	33%
District Wide	Bills		620,764		732,209		669,699				
	Payroll		224,378		254,732		283,844				
	Totals	\$ 2,538,417	845,142	33%	\$ 3,519,446	986,941	28%	\$ 3,462,623	953,543	28%	33%
GRAND TOTALS		\$30,391,898	\$ 9,093,391	30%	\$32,677,557	\$ 9,656,830	30%	\$ 32,183,365	\$9,782,030	30%	33%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
October 31, 2012

	FY 2013		FY 2012		Increase (Decrease)
	Amount	% of Total	Amount	% of Total	
Salaries	4,763,312	48.69%	4,841,465	50.14%	(78,153)
Employee Benefits	680,325	6.95%	647,607	6.71%	32,718
Contractual Services	291,720	2.98%	229,043	2.37%	62,677
Materials	469,537	4.80%	583,756	6.05%	(114,219)
Travel & Staff Development	74,604	0.76%	62,441	0.65%	12,163
Fixed Charges	110,099	1.13%	293,762	3.04%	(183,663)
Utilities	309,407	3.16%	308,628	3.20%	779
Capital Outlay	163,323	1.67%	2,700	0.03%	160,623
Other	2,919,703	29.85%	2,687,428	27.83%	232,275
	<u>9,782,030</u>	<u>100.00%</u>	<u>9,656,830</u>	<u>100.00%</u>	<u>125,200</u>

Agenda Item #11

Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive Session Minutes

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

Agenda Item #14

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: November 15, 2012
RE: Personnel Report

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

INDEX

400.1. Resignations

PERSONNEL REPORT

400.1. Resignations

A. Faculty

1. Mark Doerries, Vocal Music Instructor, effective December 15, 2012
2. Emily Ferguson, Nursing Instructor, effective November 12, 2012

Agenda Item #15

Litigation

Agenda Item #16

Other Items

Agenda Item #17

Adjournment

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

	Funding Source	Estimated Budget									
FY 2012 Capital Renewal @ LTC, OCC, & WVC	CDB	\$397,900	████████								
OCC - Collision Repair Tech Center	CDB	\$1,500,000	████████								
HVAC Replacement	PHS	\$477,400	████████								
Security Camera Surveillance	PHS	\$200,900	████████								
ADA Compliance	PHS	\$227,000	████████								
Lighting Replacement	PHS	\$158,200	████████								
Asbestos Abatement	PHS	\$150,700	████████								
Roof Replacement	PHS	\$1,202,900	████████								
Window Replacement	PHS	\$62,300	████████								
Energy Savings Lighting	PHS	\$106,600	████████								
Flooring Replacement	PHS	\$107,200	████████								
GRAND TOTAL		\$4,591,100		Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

10/31/2012