

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**September 21, 2004**



**Location:**

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

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

**Illinois Eastern Community Colleges  
Board Agenda**

**September 21, 2004**

**7:00 p.m.**

**Lincoln Trail College**

1. Call to Order & Roll Call.....Chairman Lane
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
    - Coal Mining Technology/Telecom
6. Policy First Reading (and Possible Approval)..... Bruce
  - A. None
7. Policy Second Reading ..... Bruce
  - A. None
8. Staff Recommendations for Approval
  - A. Joint Agreements with John A. Logan and Southwestern Illinois College..... Cantwell
  - B. Articulation Agreement with Eastern Illinois University..... Cantwell
  - C. Affiliation Agreement with St. Mary's Hospital..... Bruce
  - D. Clinical Education Agreement with St. Elizabeth Ann Seton Hospital ..... Bruce
  - E. Revised FY05 Certification of Chargeback ..... Browning
  - F. 2004 Estimated Tax Levy Resolution ..... Browning
  - G. FY2004 Audit..... Browning
  - H. FY2005 Budget ..... Browning
9. Bid Committee Report ..... Browning
10. District Finance
  - A. Financial Report ..... Browning
  - B. Approval of Financial Obligations ..... Browning
11. Chief Executive Officer's Report ..... Bruce
12. Executive Session ..... Bruce

- 13. Approval of Executive Session Minutes
  - A. Written Executive Session Minutes ..... Bruce
  - B. Audio Executive Session Minutes..... Bruce
- 14. Approval of Personnel Report ..... Bruce
- 15. Collective Bargaining ..... Bruce
- 16. Litigation ..... Bruce
- 17. Acquisition and Disposition of Property..... Bruce
- 18. Other Items
- 19. Adjournment

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges - Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College - Community College District No. 529, Counties of Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Richland, Wabash, Wayne and White, and State of Illinois, held in the Banquet Room, at Olney Central College, 305 North West Street, Olney, Illinois, Tuesday, August 17, 2004.

**AGENDA #1 – “Call to Order & Roll Call”** – Mr. James W. Lane, Jr., Chairman, who chaired the meeting, called the meeting to order at 7:00 p.m. and directed the Board Secretary, Mr. Harry Hillis, Jr., to call the roll.

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

Mrs. Brenda K. Culver, Dr. George Andrew Fischer, Mr. Walter L. Koertge, Mr. James W. Lane, Jr., Dr. Larry Rost, Mr. Kevin C. Williams, Miss Marilyn J. Wolfe. Also present was Miss Andrea Pennington, student trustee. Trustees absent: None. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

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

Also present at this meeting, in addition to trustees:

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

Dr. Harry Benson, President of Wabash Valley College.

Dr. Jack Davis, President of Olney Central College.

Dr. Michael Dreith, President of Frontier Community College.

Dr. Carl Heilman, President of Lincoln Trail College.

Mr. Roger Browning, Chief Finance Officer.

Mrs. Tara Buerster, Director of Human Resources.

Ms. Christine Cantwell, Associate Dean of Academic & Student Support Services.

Mr. Alex Cline, Director of Information & Communications Technology.

Ms. Kathleen Pampe, Associate Dean, Career Education & Economic Development.

Ms. Pamela Schwartz, Associate Dean of Institutional Development.

Mr. George Woods, Dean of Workforce Education.

Abbreviations Used in Minutes:

DO – District Office

DOC – Department of Corrections

FCC – Frontier Community College

HLC – Higher Learning Commission

ICCB – Illinois Community College Board

ICCTA – Illinois Community College Trustees Association

IECC – Illinois Eastern Community Colleges

LCC – Lawrence Correctional Center

LTC – Lincoln Trail College

OCC – Olney Central College

PHS – Protection, Health & Safety

RCC – Robinson Correctional Center

WED – Workforce Education

WVC – Wabash Valley College

**Revised Agenda:** The Chairman asked leave of the Board of Trustees to submit a revised agenda for this meeting, adding agenda items #8-F and #8-G. Without objection, the Chair directed that the revised agenda be adopted.

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes of the Regular Meeting, Tuesday, July 20, 2004, were presented for disposition.

**Board Action:** Mr. Williams made a motion to approve minutes of the foregoing meeting as prepared. Dr. Rost 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 is adopted.

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

**#3-A. Visitors & Guests:** Visitors & guests present were recognized.

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

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

**AGENDA #5 – “Reports”** –

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

**#5-B. Report from Presidents:** Dr. Benson, Dr. Davis, Dr. Dreith, Dr. Heilman presented informational reports from their colleges.

**#5-C. Report from Cabinet:** Mr. Woods presented an informational report on Coal Mining Technology/Telecom.

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

**#6-A. Operating Cash Reserve:** The CEO recommended that second reading be waived and that the following Board Policy 300.20 be adopted:

Operating Cash Reserve (300.20)

The District shall maintain an Operating Cash Reserve sufficient to meet its financial obligations for four months.

An Operating Cash Reserve shall be defined as the end of year Operating Funds balance (Education Fund and Operations and Maintenance Fund) divided by the average per month expenditures and transfers as shown on the audited Uniform Financial Statement No. 1 as presented by the Chief Finance Officer.

The Operating Cash Reserve would be calculated each October based upon the District’s independently audited Comprehensive Annual Financial Report (CAFR) for the most recent fiscal year then ended. This CAFR is submitted by Illinois Eastern Community Colleges to the Illinois Community College Board on or before October 15<sup>th</sup> of each year.

The Operating Cash Reserve amount will be submitted to the Board in October for its approval.

The establishment of a four month Operating Cash Reserve is a financial goal of the District, but situations may arise that would require the District to transfer funds set aside as an Operating Cash

Reserve. Such transfers would only be done with full disclosure to, and approval of, the Board of Trustees.

**Board Action:** Mr. Koertge made a motion to waive second reading and adopt the foregoing Operating Cash Reserve policy (300.20) as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

**#8-A. FY05 Certification of Chargeback:** Mr. Browning reviewed the Illinois Community College Board Certification of Chargeback Form for fiscal year 2005. The out-of-district cost per semester hour is \$193.49. Chargeback reimbursement per semester credit hour is \$103.05. Cost per semester credit hour for out-of-state and international students is \$239.34. The CEO recommended approval of the Certification of Chargeback document as presented.

**Board Action:** Mr. Williams made a motion to adopt the ICCB Certification of Chargeback document for FY2005 as presented and recommended. Miss Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B. FY05 Tentative Budget:** Mr. Browning reviewed the tentative budget for IECC for fiscal year 2005. The tentative budget projects operating revenues of \$24,423,813 for the Education and the Operations and Maintenance funds. This represents an increase in revenues of \$650,721 over fiscal year 2004 budgeted revenues. A public hearing on the tentative budget will be held on September 21, 2004, and a final budget will be presented to the Board of Trustees on that date for adoption.

The CEO recommended that the tentative budget for fiscal year 2005 be accepted as presented.

**Board Action:** Dr. Rost made a motion to accept the tentative budget for fiscal year 2005 as recommended. Dr. Fischer seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-C. Articulation Agreements with Eastern Illinois University:** Ms. Cantwell reviewed the following Articulation Agreements between Illinois Eastern Community Colleges and Eastern Illinois University:

1. 2+2 Program Articulation Agreement for B.A. in Psychology. Specifically, students completing the Social Services Specialist AAS at IECC will be admitted to the baccalaureate Psychology B.A. at EIU.

2. 2+2 Program Articulation Agreement for B.S. in Communication Disorders and Sciences. Specifically, students completing the Psychology ASA at IECC will be admitted to the baccalaureate Communication Disorders and Sciences B.S. at EIU.

3. 2+2 Program Articulation Agreement for B.S. in Biological Sciences. Specifically, students completing the Biological Science ASA at IECC will be admitted to the baccalaureate Biological Science B.S. at EIU.

Illinois Eastern Community Colleges (IECC) and the Board of Trustees of Eastern Illinois University (EIU) form a cooperative relationship through these articulation agreements to serve better our public constituents, to smooth transfer, to minimize duplication of instruction, and to build on community college and university learning experiences. Both institutions recognize that working together, their collective efforts are stronger than their individual efforts.

Any student who has completed a transferable associate in arts, associate in science or associate in science and arts degree at IECC consistent with the Illinois Articulation Initiative (with the required 2.00 GPA) and submits required application and supporting documentation will automatically be admitted to EIU at the junior level and will be deemed to have met EIU's lower division general education requirement.

All three agreements are effective with the 2004-2005 academic year and subject to renewal biannually.

Recommendation: The CEO recommended approval of the foregoing Articulation Agreements with Eastern Illinois University as outlined.

Board Action: Mr. Williams made a motion to approve the foregoing Articulation Agreements between IECC and EIU as recommended. Miss Pennington seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. ICCB/IBHE FY04 Performance Report: Ms. Pampe reviewed the Performance Report for fiscal year 2004. The document is compiled and completed by all higher education institutions to determine progress, activities and support for the Illinois Board of Higher Education's "Illinois Commitment," and the six goals within the commitment, which are economic development, teaching and learning, affordability, access and diversity, higher expectations and quality, productivity and accountability. For the FY04 Report, primary focus was on goals one, three and six: economic development, affordability, and productivity and accountability. The district and its four colleges have responded to each of the six goals for the Performance Report, describing current activities, along with planned and future activities that will continue and expand IECC's efforts. Workforce development and preparation continue to be emphasized and supported through staffing, centers, and funding. The district enjoys strong collaboration and partnership with the district's 17 school districts, plus joint agreements, articulation agreements, capstone programs, and dual enrollment with Illinois and Indiana universities. New initiatives of the district include a focus on diversity through the development of a new general education course and the development and implementation of a student learning outcomes assessment plan. The Performance Report will be submitted to the Illinois Community College Board and the Illinois Board of Higher Education.

Recommendation: The CEO recommended approval of the ICCB/IBHE FY04 Performance Report as presented.

**Board Action:** Dr. Fischer made a motion to approve the FY04 Performance Report as recommended. Mrs. Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion is adopted.

**#8-E. Nontraditional Scholarship Program:** The Nontraditional Scholarship Program is a grant agreement between the Illinois Community College Board and Illinois Eastern Community Colleges, to serve nontraditional students such as a male student in the Nursing Program or a female student in an Auto Body Program. The total scholarship grant is for \$25,000 to be divided among the four colleges (\$6,250 each) to serve a minimum of two students per college. The CEO recommended acceptance of this grant agreement.

**Board Action:** Mrs. Culver made a motion to accept the Nontraditional Scholarship Program grant agreement between ICCB and IECC as recommended. Miss Pennington seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-F. Deaconess Affiliation Agreement:** The CEO recommended approval of an addendum to the Affiliation Agreement with Deaconess Hospital, Evansville, Indiana as presented.

**Board Action:** Mr. Williams made a motion to approve the addendum to the Affiliation Agreement with Deaconess Hospital as recommended. Mr. Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-G. Changes to Interagency Cooperative Agreement – City of Robinson:** The CEO recommended approval of minor changes to the Interagency Cooperative Agreement with the City of Robinson, for operation of the Fitness Center. The changes clarify certain language in the agreement.

**Board Action:** Mr. Williams made a motion to approve revision of the Interagency Cooperative Agreement with the City of Robinson as recommended. Dr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#### **AGENDA #9 – “Bid Committee Report” –**

**#9-A. IECC – Janitorial Equipment & Supplies:** Mr. Browning presented the recommendation of the Bid Committee to accept bids from the following vendors for janitorial equipment and supplies:

**Janitorial Equipment:** Royal Wholesale, Mt. Vernon, IL, \$1,943.77; HP Products, Indianapolis, IN, \$4,777.88. Total Equipment: \$6,721.65.



Janitorial Supplies: All-Type Vacuum & Janitorial, St. Louis, MO, \$242.97; American Sanitary Supply, Evansville, IN, \$20.00; Chemical Maintenance, Champaign, IL, \$47.80; Hesco, Inc, Niles, IL, \$64.26; HP Products, Indianapolis, IN, \$1,185.74; Industrial Soap, St. Louis, MO, \$2,733.63; Moore Research, St. Louis, MO, \$25.80; Pro-Tex-All, Evansville, IN, \$44.80; Royal Wholesale, Mt. Vernon, IL, \$227.33; Schnaible Service & Supply Co Inc, Lafayette, IN, \$47.50. Total Supplies: \$4,639.83.

Janitorial Consumables: All-Type Vacuum & Janitorial, St. Louis, MO, \$167.50; American Sanitary Supply, Evansville, IN, \$167.30; Chemical Maintenance, Champaign, IL, \$41.25; HP Products, Indianapolis, IN, \$3,163.89; Industrial Soap, St. Louis, MO, \$9,887.41. Total Consumables: \$13,427.35.

Totals: Equipment, \$6,721.65; Supplies, \$4,639.83; Consumables, \$13,427.35: Grand Total, \$24,788.83.

Source of Funds: Operations & Maintenance Fund. Department: Maintenance.

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

Board Action: Mr. Williams made a motion to approve the recommendation of the Bid Committee for purchase of janitorial equipment, supplies and consumables as outlined. Dr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss 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 – “District Finance”** – The following district financial matters were presented:

**#10-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing a balance in all funds of \$4,168,472.68, as of July 31, 2004.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for August 2004, totaling \$1,480,847.24, were presented for approval.

**Board Approval for Payment of Financial Obligations:** Miss Wolfe made a motion to approve payment of district financial obligations for August 2004, in the amounts listed, and payments from the revolving fund for July 2004. Mrs. Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “Chief Executive Officer's Report”** – Mr. Bruce presented informational reports relative to the following topics:

1. State Budget – Community College Funding.
2. State Government Funding of IECC.
3. Enrollment Report – District Up 2%.

**AGENDA #12 – “Executive Session”** – The CEO recommended that an executive session be held, under Section 2(c)(1) of the Open Meetings Act to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the district, [including hearing testimony on a complaint lodged against an employee to determine its validity]; and, under Section 2(c)(2) of the Open Meetings Act to consider collective negotiating matters; and, under Section 2(c)(11) of the Open

Meetings Act to consider pending litigation against, affecting or on behalf of the District or litigation which is probable or imminent; and, under Section 2(c)(21) of the Open Meetings Act to consider and approve minutes of meetings lawfully closed under the Act.

**#12-A. Closed Meeting:** Mrs. Culver made a motion to hold an executive session to consider the matters outlined by the CEO. Dr. Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried and a closed meeting was held beginning at 7:48 p.m.

**#12-B. Closed Meeting Ended:** Mr. Williams made a motion to reconvene in open session. Dr. Fischer seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared that the "Ayes" have it and the motion is adopted. A quorum being present, the Board of Trustees reconvened in open, public session for the transaction of business at 8:23 p.m.

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

**AGENDA #13 – "Approval of Executive Session Minutes"** – The Board of Trustees did not hold an executive session in July 2004.

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

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

A. Faculty

1. Michael Thomas, WED Instructor.

#### **400.2. FY04-05 Educational Level Changes**

A. Faculty

- C. Allen Brown, from M+36 to M+48, \$1,000.
- Jim Burnett, from M+12 to M+24, \$1,000.
- Jeff Cutchin, from B to B+16, \$1,000.
- John Kendall, from B+16 to M+24, \$3,000.

#### **400.3. Request for Approval of Proposed Non-College Employment (external report)**

A. Faculty: Amie Janssen, Stampin' Up Home Based Business, approximate time 5-8 hours per month.

#### **Personnel Report Addendum**

#### **400.4. Change in Status**

A. Administration

1. Lisa Benson, Full-Time Faculty, OCC, to Dean of Instruction, OCC, effective August 19, 2004.

B. Faculty

1. Nicholas Wright, Chemistry Instructor, OCC, from \$31,410 to \$30,680, effective August 12, 2004, contingent upon completion of Master's Degree by end of IECC Fall Semester 2004.

C. Classified

1. James Perry, Custodian, OCC, to Groundskeeper, OCC, effective August 19, 2004.

**400.5. FY04-05 Educational Level Changes**

A. Faculty

Robert Mason, from M+24 to M+36, \$1,000.

**Board Action to Amend Personnel Report:** Dr. Fischer made a motion to amend the Personnel Report, to add an addendum containing Sections 400.4 and 400.5 as recommended. Mrs. Culver seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared that the "Ayes" have it and the motion is adopted.

**Board Action to Approve Personnel Report:** Dr. Fischer made a motion to approve the foregoing amended Personnel Report as recommended. Mrs. Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea:

Mrs. Culver, Dr. Fischer, Mr. Koertge, Mr. Lane, Dr. Rost, Mr. Williams, Miss Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #15 – "Collective Bargaining"** – None.

**AGENDA #16 – "Litigation"** – None.

**AGENDA #17 – "Acquisition & Disposition of Property"** – None.

**AGENDA #18 – "Other Items"** – None.

**AGENDA #19 – "Adjournment"** – Mr. Koertge made a motion to adjourn. Next regular meeting will be Tuesday, September 21, 2004, at 7:00 p.m., at Lincoln Trail College, Robinson. Miss Pennington 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 adjourned at 8:26 p.m.

Approved: Chairman: \_\_\_\_\_

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

**Agenda Item #1**

**Call to Order & 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**
  - Coal Mining Technology/Telecom**



**Agenda Item #6**

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

**None**

**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**

**Joint Agreements with John A. Logan College and Southwestern Illinois College**

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: September 21, 2004

RE: Joint Agreements with John A. Logan College and Southwestern Illinois College

Attached are Joint Agreements between Illinois Eastern Community Colleges and John A. Logan College and Southwestern Illinois College. Changes and updates to these agreements from last year are:

John A. Logan

John A. Logan added Graphic Design/AAS to the agreement.

Southwestern Illinois College

Southwestern removed Engineering Technology/AAS from the agreement.

Southwestern removed Medical Assistant AAS/Certificate from the agreement.

I request Board approval of the joint agreements between Illinois Eastern Community Colleges and John A. Logan College and Southwestern Illinois College.

TLB/rs

Attachments

**A JOINT AGREEMENT FOR EDUCATION COOPERATION  
BETWEEN  
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
AND  
JOHN A. LOGAN COLLEGE, DISTRICT #530**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 and entered into between **Illinois Eastern Community Colleges, District #529**, and **John A. Logan College, District #530**, 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.

**1. INSTITUTIONAL IDENTIFICATION**

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

**2. EDUCATIONAL PROGRAMS**

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

Agricultural Technology/Production	AAS Degree
Diesel Equipment Technology	AAS Degree
Radio-TV Broadcasting	AAS Degree
Radiography	AAS Degree
Telecommunications Technology	AAS Degree/Certificate

All mutually approved interactive courses in the distance learning program and all Department of Corrections and Fire Science training courses.

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

Cardiac Medical Sonography	Certificate
Construction Management Technology	AAS
Dental Assisting	Certificate
Dental Hygiene	AAS
Graphics Design	AAS
Interpreter Preparation	AGS/Certificate

All mutually approved interactive courses in the distance learning program and all Department of Corrections and Fire Science training courses.

3. **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.

4. **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.

5. **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 not pay charge-back to the Receiving College for any programs contained in this agreement.

6. **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.

7. **AMENDMENTS TO AGREEMENT**

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

8. **TERMINATION**

This agreement shall be terminated at any time by either **Illinois Eastern Community Colleges, District #529**, or **John A. Logan College, District #530**. 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**

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

\_\_\_\_\_  
Chairman, Board of Trustees \_\_\_\_\_ Date

\_\_\_\_\_  
Secretary, Board of Trustees \_\_\_\_\_ Date

**JOHN A. LOGAN COLLEGE, DISTRICT #530**

\_\_\_\_\_  
President \_\_\_\_\_ Date

\_\_\_\_\_  
Chairman, Board of Trustees \_\_\_\_\_ Date

\_\_\_\_\_  
Secretary, Board of Trustees \_\_\_\_\_ Date



A JOINT AGREEMENT FOR EDUCATION COOPERATION  
between  
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
and  
SOUTHWESTERN ILLINOIS COLLEGE, DISTRICT #522

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 and entered into between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, and SOUTHWESTERN ILLINOIS COLLEGE, DISTRICT #522, 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

SOUTHWESTERN ILLINOIS COLLEGE, DISTRICT #522, agrees to accept students from ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, in the following programs:

Aviation Maintenance Technology	AAS Degree
Aviation Pilot Training	AAS Degree/Certificates
Chemical Technology	Certificate
Construction Management Technology	AAS Degree
Fire Science	AAS Degree/Certificates
Health Information Technology	AAS Degree
Horticulture	AAS Degree/Certificates
Industrial Metalworking	AAS Degree/Certificate
Industrial Pipefitting	AAS Degree/Certificate
Medical Laboratory Technology	AAS Degree

Paralegal Studies	AAS Degree
Paramedic	AAS Degree
Physical Therapist Assistant	AAS Degree
Process Operations Technology	Certificate
Respiratory Care	AAS Degree
Sign Language/Basic Communication	Certificate
Sign Language/Interpreter	AAS Degree
Ward Clerk	Certificate of Completion

ILLINOIS EASTERN COMMUNITY COLLEGES, District #529, agree to accept students from SOUTHWESTERN ILLINOIS COLLEGE, District 522, in the following programs:

Professional Ag Applicator	Certificate
Agricultural Technology/Business	AAS Degree
Agricultural Technology/Production	AAS Degree
Diesel Equipment Technology	AAS Degree
Manufacturing Technologies	AAS Degree
Radio/TV Broadcasting	AAS Degree
Telecommunications Technology	AAS Degree
Telecom Outside Plant/Interconnect	Certificate

### III. 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.

### IV. 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.

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 SOUTHWESTERN ILLINOIS COLLEGE, DISTRICT #522. 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

SOUTHWESTERN  
ILLINOIS COLLEGE  
District #522

\_\_\_\_\_  
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 Southwestern Illinois College do not discriminate on the basis of race, color, religion, sex, age, disability, or national origin.

**Agenda Item #8B**

**Articulation Agreement with Eastern Illinois University**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: September 21, 2004  
RE: Eastern Illinois University Articulation Agreement

The following Articulation Agreement has been made between Illinois Eastern Community Colleges and Eastern Illinois University.

- 2+2 Program Articulation Agreement for B.A. in Communication Studies with Electronic Media Production

I request approval of the agreement.

TLB/rs

Attachment

**Articulation Agreement**  
Between  
**Eastern Illinois University**  
And

**Illinois Eastern Community Colleges**

Illinois Eastern Community Colleges (IECC) and the Board of Trustees of Eastern Illinois University (EIU) form a cooperative relationship through this articulation agreement to serve better our public constituents, to smooth transfer, to minimize duplication of instruction, and to build on community college and university learning experiences. Both institutions recognize that working together, their collective efforts are stronger than their individual efforts.

The two institutions agree to the following:

1. Any student who has completed a transferable associate in arts, associate in science or associate in science and arts degree at IECC consistent with the Illinois Articulation Initiative (with the required 2.00 GPA) and submits required application and supporting documentation will automatically be admitted to EIU at the junior level and will be deemed to have met EIU's lower division general education requirement.
2. Acceptance into a specific EIU program is based on the individual transferring student meeting the conditions and considerations listed for that program. Specifically, students completing the **Radio/TV Broadcasting AAS** at IECC will be admitted to the baccalaureate **Communication Studies with Electronic Media Production BA with a Minor in Broadcast Meteorology** at EIU.
3. The courses listed in the attached prescribed IECC Radio/TV Broadcasting AAS transfer guide has been reviewed and accepted for transfer to EIU.
4. Relationships between IECC and EIU faculty and administration are in the spirit of cooperation and provide the basis for this agreement
5. Representatives of both institutions agree to meet on a regular basis to assess curricular changes and other conditions that may affect the nature of this agreement.
6. This agreement does not preclude either institution from making curriculum changes as it may solely deem appropriate in which case appropriate prior notice will be given to the operative academic personnel at the cooperating institution.
7. Appropriate publications and promotional materials regarding this agreement will be made available to all IECC students.
8. Either EIU or IECC may dissolve this agreement by giving one years' advance notice to the cooperating institution's president or academic vice president.
9. This agreement is effective with the 2004-2005 academic year and is subject to renewal biannually.

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EASTERN ILLINOIS UNIVERSITY

\_\_\_\_\_  
Louis V. Hencken, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Blair M. Lord, Provost and  
Vice President for Academic Affairs

\_\_\_\_\_  
Date

ILLINOIS EASTERN COMMUNITY COLLEGES

\_\_\_\_\_  
Terry L. Bruce, CEO

\_\_\_\_\_  
Date

**Agenda Item #8C**

**Affiliation Agreement with St. Mary's Hospital**



**Agenda Item #8C**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: September 21, 2004  
RE: Affiliation Agreement with St. Mary's Hospital – Centralia, Illinois

Illinois Eastern Community Colleges currently has a clinical education affiliation agreement with St. Mary's Hospital, Centralia, Illinois.

The changes in the affiliation agreement are reasonable and have been approved by Dr. Jackie Davis, President, Olney Central College and Donna Henry, Associate Dean of Nursing and Allied Health.

I ask the Board's support of a renewal of the affiliation agreement effective August 2004.

TLB/rs

Attachment

**CLINICAL EDUCATION AFFILIATION AGREEMENT  
BETWEEN  
ST. MARY'S HOSPITAL  
CENTRALIA, ILLINOIS  
AN ILLINOIS NON-PROFIT ORGANIZATION  
AND  
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
OLNEY CENTRAL COLLEGE  
AND**

THIS CLINICAL EDUCATION AGREEMENT ("Agreement") is made into and entered into as the first day of **September, 2004**, by and between ST. MARY'S HOSPITAL, CENTRALIA, ILLINOIS, AN ILLINOIS NON-PROFIT ORGANIZATION ("Hospital"), and ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, OLNEY CENTRAL COLLEGE, ("School").

**WITNESSETH**

WHEREAS, the SCHOOL and the HOSPITAL desire to cooperate for the purpose of providing clinical experience and training in nursing programs for students of the SCHOOL at the HOSPITAL.

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

The SCHOOL will:

1. Acquaint HOSPITAL personnel with the objectives and programs of the SCHOOL and inform them of matters of mutual concern.
2. Provide the faculty members to develop the program at the HOSPITAL and guide and supervise students in the program. The faculty members shall not be subject to the approval of the HOSPITAL, which approval shall not be unreasonably withheld.
3. Be responsible for planning the schedule of student assignments and notify the HOSPITAL in advance of its planned schedule, including the dates, number of students and faculty instructors.
4. Be responsible for assuring that each student shall:
  - a. Have satisfactorily completed prerequisite educational courses;
  - b. Be in good physical condition, including meeting the HOSPITAL'S infectious disease policy, with any exception being mutually agreed upon by the parties;

- c. Comply with the HOSPITAL requirements, including dress and identification badges;
  - d. Promptly report illness and absence from the program;
  - e. Not discriminate in the provision of patient care pursuant to this Agreement on the basis of race, religion, sex, creed, national origin or handicap;
  - f. Adhere to all HOSPITAL policies regarding the confidentiality of patient information and HOSPITAL operations. Breach of the HOSPITAL'S confidentiality policies may constitute grounds for dismissal from the utilization of the hospital facilities.
5. Assign students to the HOSPITAL for the period of time agreed upon by the HOSPITAL and the SCHOOL and provide to the HOSPITAL a roster of such students with any other information reasonably requested by the HOSPITAL.
6. Be responsible, through faculty for:
  - a. The selection of student learning experiences in cooperation with designated HOSPITAL personnel;
  - b. Guidance, supervision and evaluation of the learning experience.
7. Ensure that every student and faculty member participating in the program attends an orientation program by the SCHOOL prior to performing any services pursuant to this Agreement. The orientation program shall include distribution and discussion of the HOSPITAL policies and procedures with the HOSPITAL provides to the SCHOOL for inclusion in the orientation. In addition, throughout the term of the Agreement, the SCHOOL shall ensure that students and faculty update themselves and remain current of any changes or additions to the HOSPITAL policies.
8. Advise all students each semester that chemicals which may be hazardous to the health of workers are used within the HOSPITAL'S facilities and that any questions concerning chemical exposure should be directed to the HOSPITAL'S Risk Manager.
9. Assure that the SCHOOL, the faculty and each student are covered by professional and general liability insurance on an occurrence basis covering their activities in connection with the program in the minimum amounts of \$1,000,000.00 per occurrence with an annual aggregate of \$3,000,000.00 per occurrence and that a certificate of insurance showing that such coverage is in effect throughout the term of this Agreement shall be provided to the HOSPITAL>

The HOSPITAL will:

1. Make available facilities which provide for the learning experiences of students as determined by faculty in collaboration with HOSPITAL personnel.
2. Provide competent and qualified supervisory and patient care personnel in patient care units to which students are assigned.
3. Have written policies and procedures for HOSPITAL personnel and students prepared for all patient care areas and evidence of implementation to these policies and procedures.

The SCHOOL and HOSPITAL mutually agree:

1. That the clinical services provided at the HOSPITAL are the responsibility of the HOSPITAL. The HOSPITAL holds all authority incident to the operation of the HOSPITAL, including the authority to determine general and fiscal policies, to employ personnel it considers necessary to operations and to restrict those activities not considered to be in the best interest of patient care, except as otherwise provided and specified in this Agreement.
2. That the HOSPITAL may request the removal of a student or faculty member from hospital facility at any time. The HOSPITAL shall not take any action affecting a student or faculty member without prior notice to the SCHOOL unless an emergency occurs which reasonably precludes such prior notification. The HOSPITAL and the SCHOOL agree to use their best efforts to resolve any disagreement about the removal of a student or faculty member from the program but in a case where the parties are unable to agree, the SCHOOL shall comply with the HOSPITAL'S request for removal of such student or faculty member.
3. That the students and faculty members subject to this Agreement are not agents or employees of the HOSPITAL. No student or faculty member shall be eligible to participate in any benefit program provided by the HOSPITAL for its employees. The SCHOOL hereby releases the HOSPITAL from, and shall protect, defend, indemnify, reimburse and hold harmless the HOSPITAL, from and against any and all claims that the HOSPITAL is responsible for the payment or filing of any payments, withholdings, contributions, taxes, documents and returns, including, but not limited to, employee benefit program payments, Social Security taxes and income tax withholding obligations with respect to students and/or faculty.
4. To agree mutually to the number of students to be assigned for practice during the year.
5. Each to designate a representative to be accountable for the administration of this Agreement.

6. When feasible, to hold an annual meeting to evaluate the experience offered and to formulate plans and suggest changes for the succeeding year.
7. To review this Agreement annually.
8. This Agreement may be terminated by either party upon six (6) months written notice.
9. This Agreement shall be interpreted in accordance with the laws of the State of Illinois.
10. This Agreement constitutes the entire agreement between the SCHOOL and the HOSPITAL with respect to the subject matter hereof and supersedes all prior proposals, representations and other communications between the SCHOOL and the HOSPITAL, with respect to the subject matter hereof, whether oral or written.
11. This Agreement may not be amended or modified except by a subsequent written agreement between duly authorized representatives of the SCHOOL and the HOSPITAL.
12. Students agree that they will comply with the purpose and standards recommended by the Joint Commission on Accreditation of Healthcare Organizations and the American Medical Association or American Osteopathic Association as appropriate; applicable regulations; the Bylaws, policies and procedures of the HOSPITAL; the rules, regulations and Bylaws of the Medical Staff; and current standards of medical practice.
13. Illinois Eastern Community College and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Facility. Illinois Eastern Community College shall not disclose the terms of this Agreement to any person which is not a party to this Agreement, except as required by law or as authorized by Facility. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately termination of this Agreement upon written notice to Illinois Eastern Community College. The provision of this Paragraph shall survive expiration or other termination of the Agreement regardless of the cause of such termination.

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

ST MARY'S HOSPITAL, CENTRALIA  
ILLINOIS, AN ILLINOIS NON-PROFIT  
CORPORATION

ILLINOIS EASTERN COMMUNITY  
COLLEGES, DISTRICT 529, OLNEY  
CENTRAL COLLEGE

\_\_\_\_\_  
Bruce Merrell, President

\_\_\_\_\_  
Jack Davis, President

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Illinois Eastern Community Colleges, District 529 (College)**  
**Addendum to Clinical Education Affiliation Agreement dated August 1, 2004**

**Agreement.** The following changes and additions are mutually accepted by Illinois Eastern Community College and St. Mary's Hospital regarding the above Clinical Education Affiliation Agreement and become part of the agreement. If any conflict or overlap of coverage, terms, or conditions arise due to the addendum the terms in the addendum shall prevail.

**Criminal Background Check.** The College will obtain and provide verification of a criminal background check as provided by Illinois law for health care workers for each Student prior to that Student's assignment at the Agency. In the event adverse information is obtained from the criminal background check, the College shall provide the information to the Agency after obtaining an Authorization and Release from the Student. In the event such Authorization and Release are not given by the Student, the Student shall be disqualified from participation at the Agency. The results of the check must be satisfactory to the Agency.

**Faculty Coordinator.** Designate a member of its faculty ("Faculty Coordinator") to coordinate this Agreement with a designated member of the Agency's staff, and obtain the Agency's written or verbal approval of such Faculty Coordinator, which such approval the Agency shall not unreasonably withhold. The coordination shall include on-site visits when practical and a continuing exchange of information on progress of the program; the College shall obtain and provide verification of a criminal background check on the Faculty Coordinator as provided by Illinois law for health care workers. In the event adverse information is obtained from the criminal background check, the College shall provide the information obtained to the Agency. Failure to provide the information obtained shall disqualify the designated Faculty Coordinator from participation at the Agency. The results of the criminal background check must be satisfactory to the Agency.

Illinois Eastern Community Colleges

St. Mary's Hospital

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

\_\_\_\_\_  
Bruce A. Merrell, CHE  
President

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

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

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

8/01/04

**Agenda Item #8D**

**Clinical Education Agreement with St. Elizabeth Ann Seton**



**Agenda Item #8D**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: September 21, 2004  
RE: Clinical Education Agreement with  
St. Elizabeth Ann Seton Hospital – Evansville, Indiana

Illinois Eastern Community Colleges currently has a clinical education agreement with St. Elizabeth Ann Seton Hospital, Evansville, Indiana.

The changes in the clinical education agreement are reasonable and have been approved by Dr. Jackie Davis, President, Olney Central College and Donna Henry, Associate Dean of Nursing and Allied Health.

I ask the Board's support of a renewal of the clinical education agreement effective August 18, 2004 and which will continue until terminated by mutual agreement of the parties.

TLB/rs

Attachment

**ST. ELIZABETH ANN SETON, INC.**

**CLINICAL EDUCATION AGREEMENT  
BETWEEN**

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT # 529, OLNEY  
CENTRAL COLLEGE ASOCIATE DEGREE NURSING PROGRAM**

**AND**

**ST. ELIZABETH ANN SETON, INC.**

**THIS CLINICAL EDUCATION AGREEMENT** is between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT # 529, OLNEY CENTRAL COLLEGE ASOCIATE DEGREE NURSING PROGRAM (herein known as "SCHOOL") and ST. ELIZABETH ANN SETON, INC., (herein known as "FACILITY") located in Evansville, Indiana.

**I. PURPOSE**

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

**II. SCHEDULE OF ACTIVITIES**

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

**III. SCHOOL RESPONSIBILITIES**

The SCHOOL shall:

- A. Notify the FACILITY of the number of Students and the rotation periods four weeks prior to the commencement of the clinical experience.
- B. Reserve the right to revoke any assignment, prior to the Student's entry into the clinical education program of the FACILITY.
- C. Send only such Students as are, to the SCHOOL's knowledge, in good health at the time of reporting for their clinical education.

- D. Forward to the FACILITY a summary of the Students' training and experience.
- E. Perform a criminal background check on all STUDENTS prior to commencement of the clinical experience. School hereby represents and warrants that only Students who have passed the criminal background check will be assigned to FACILITY; furthermore, SCHOOL agrees to provide to FACILITY upon written request a copy of any and all Student background checks, including but not limited to the criminal background check..
- F. Appoint an Academic Coordinator who will be the liaison representative for the SCHOOL. SCHOOL shall remain responsible for all aspects of Student discipline and shall share information with Students in accordance with applicable law.
- G. Notify the FACILITY, immediately, in writing, of any change or proposed change of the Academic Coordinator.
- H. Provide each student with appropriate general background and training in blood borne pathogens and infection control according to OSHA standards ("Infection Control"), prior to any Student beginning a clinical education experience at the FACILITY. As provided in Article IV G, the FACILITY shall provide each Student with appropriate training in Infection Control specific to any Student's particular education experience at the FACILITY.
- I. Provide each Student with appropriate general background and training in Hazardous Materials Awareness ("Hazardous Materials"), prior to any Student beginning a clinical education experience at the FACILITY. As provided in Article IV H, the FACILITY shall provide each Student with appropriate training in Hazardous Materials specific to any Student's particular education experience at the FACILITY.
- J. Provide training on patient confidentiality, including general information related to the Health Insurance Portability and Accountability Act ("HIPAA") privacy guidelines governing the use, disclosure and security of patients' Protected Health Information, as defined in HIPAA.
- K. Provide a statement of philosophy and the objectives of curricular and clinical education.
- L. Consider suggestions from the FACILITY regarding curriculum improvement.
- M. Assign Students subject to the availability of the FACILITY's personnel for teaching and supervision.

- N. Withdraw the Student from the clinical experience at the request of the FACILITY if the Student's performance is unsatisfactory.
- O. Require that Students comply with FACILITY's rules and regulations as a condition of participation in rotation at the FACILITY.

#### IV. FACILITY RESPONSIBILITIES

The FACILITY shall:

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

- J. Provide training on FACILITY policies related to the Health Insurance Portability and Accountability Act (“HIPAA”) privacy guidelines governing the use, disclosure and security of patients’ Protected Health Information, as defined in HIPAA.
- K. Assume no responsibility for the health and welfare of the Students.

V. CONDITIONS OF STUDENT PARTICIPATION IN ROTATION AT THE FACILITY

- A. Student shall be permitted all FACILITY holidays.
- B. Student shall have the responsibility of transportation to and from the FACILITY and on any reasonable special assignment by the FACILITY.
- C. Student shall provide medical insurance or other financial means to cover him/herself as to expenses which may arise as the result of illness or injury occasioned during his/her period of clinical rotation at the FACILITY, acknowledging that since he/she is not an employee of the SCHOOL or the FACILITY, he/she is not protected by Workers’ Compensation and neither the FACILITY nor the SCHOOL assumes any liability for injuries or illness in the absence of a showing of actual negligence on the part of the SCHOOL or FACILITY or any of its agents.
- D. Student shall complete health forms and immunizations requested by the FACILITY.
- E. Student shall be responsible for following the administrative policies of the FACILITY.
- F. Student shall be responsible for providing the necessary and appropriate uniforms required.
- G. Student shall notify the FACILITY of his/her intended time of arrival and be responsible for reporting to the designated individual at the FACILITY on time.
- H. Student shall be responsible for his/her own housing during clinical education assignments.
- I. Student shall be subject to all rules and regulations of the FACILITY.
- J. All Students shall be required to comply at all times with relevant HIPAA privacy guidelines governing all aspects of their use, possible disclosure and access to patients’ Protected Health Information as defined in HIPAA.

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

## VI. FINANCE

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

## VII. HIPAA COMPLIANCE

- A. To the extent required by law, each party agrees that it will comply in all material respects with all federal and state laws, regulations, rules or orders applicable to privacy, security and electronic transactions, including but not limited to, regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act. (Public Law 104-191) ("HIPAA").
- B. The parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which St. Elizabeth's is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Laws") in order to ensure that St. Elizabeth's is at all times in conformance with all Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

## VIII. AFFIRMATIVE ACTION

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

## IX. LIABILITY AND INSURANCE

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

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

- B. The SCHOOL agrees to obtain and maintain in full force and effect during the term of this Agreement, the following insurance or equivalent self-insurance:
- (i) Comprehensive General Liability Insurance, including personal injury liability and broad form contractual liability coverages, with limits of not less than \$1,000,000 each occurrence for bodily injury liability and property damage liability and with such coverage to extend to and include such liability incurred by faculty, Students and other agents at the SCHOOL.
  - (ii) Professional Liability Insurance covering the SCHOOL's faculty, Students (unless Subparagraph C below is applicable) and other agents for professional liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for incidents, claims and suits arising from activities performed pursuant to this Agreement during the Agreement period, as well as those claims and suits arising pursuant to this Agreement reported after this Agreement has been terminated. Such coverage shall extend to and cover all liability incurred by each Student (unless Subparagraph C below is applicable) that arises out of and during the course of each such Student's activities under the terms of this Agreement.
  - (iii) Workers' Compensation Insurance covering any liability incurred under the Indiana Workers' Compensation Act and the Indiana Occupational Disease Act and including not less than \$100,000 Employers' Liability Coverage.
  - (iv) The SCHOOL agrees that all of such policies of insurance (unless the SCHOOL satisfies the FACILITY that it is self insured for liability that would be covered by such policies) shall be with companies acceptable to the FACILITY, that it will cause certificates or memoranda evidencing such insurance or such self-insurance to be provided to the FACILITY on the request of the FACILITY and that such certificates or memoranda will provide that such insurance or self-insurance will not be canceled or materially changed without at least thirty (30) days' prior written notice to the FACILITY of any such cancellation.
- C. The SCHOOL agrees that if its Professional Liability Insurance coverage does not extend to and cover such liability incurred by Students, then:

- (i) If the Students qualify as health care providers under I.C. 34-18-2-14, as amended and as it may be amended from time to time, the SCHOOL shall cause each Student to (a) obtain and maintain in force Professional Liability Insurance covering all liability incurred by each Student that arises out of and during the course of each such Student's activities under the terms of this Agreement, with limits of not less than those prescribed for health care providers like the Student as set forth in I.C. 34-18-4-1, as amended and as it may be amended from time to time, (b) to perform such other acts as are required of the Student to qualify under the Indiana Medical Malpractice Act and (c) to furnish the FACILITY with a certificate that each Student has filed with the Commissioner of Insurance of the State of Indiana, proof that the Student is insured for malpractice liability in at least the amounts set forth above.
- (ii) If the Students do not so qualify as health care providers, the SCHOOL shall cause each such Student to obtain and maintain in force Professional Liability Insurance covering all liability incurred by each Student that arises out of and during the course of each such Student's activities under the terms of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate.
- (iii) Such Professional Liability Insurance shall cover incidents, claims and suits arising from activities performed pursuant to this Agreement during the Agreement period, as well as those claims and suits arising pursuant to this Agreement but reported after this Agreement has been terminated.
- (iv) Such Professional Liability Insurance shall be with companies acceptable to the FACILITY, shall provide that the insurance carrier for each policy is required to give the FACILITY not less than thirty (30) days' written notice prior to any cancellation or material change of any such policy and, on the request of the FACILITY, the SCHOOL will cause certificates evidencing such insurance to be provided to the FACILITY.

## X. RISK MANAGEMENT

SCHOOL and FACILITY agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to dispose of any such claim. Each party to this Agreement ("Indemnitor") agrees to indemnify and hold harmless the other party (the "Indemnitee") (together with Indemnitee's successors, assigns, directors, officers, employees and any other person for whom Indemnitee may be legally



responsible) from and against any loss, cost, claim or expense, including reasonable attorney fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees or agents; provided, however, that the SCHOOL's obligation to hold the FACILITY harmless shall be limited in substance by the Indiana Medical Malpractice Act designed to protect and limit the exposure and liability of the FACILITY (e.g., actions and conditions as to which FACILITY is immunized by the Indiana Malpractice Act) dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant, and that the FACILITY's obligation to hold the SCHOOL harmless shall be limited in substance by statutes of the State of Indiana designed to protect and limit the exposure and liability of the SCHOOL as an instrumentality of the State of Indiana so that neither the SCHOOL's nor the FACILITY's liability to hold harmless shall exceed what might have been the respective liability of each to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the SCHOOL or FACILITY.

## XI. HEALTH REQUIREMENTS

All Students assigned to the FACILITY shall have:

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

(iv) birth before January 1, 1957

D. Documented history of immunization for Pertussis:

E. Documented proof of receipt by the Student of the Hepatitis B vaccination series and if such documentation is not available, whether the Hepatitis B vaccination series was offered to the Student, but declined.

F. Demonstrated immunity (reactive titer or documented history) to varicella or receive Varivax immunization, unless contraindicated by their personal physician or other factors.

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

## XII. CORPORATE RESPONSIBILITY

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

A. SCHOOL acknowledges St. Elizabeth's commitment to Corporate Responsibility and agrees to conduct all business transactions, which occur pursuant to this Agreement in accordance with the underlying philosophy of Corporate Responsibility adopted by St. Elizabeth's. SCHOOL, as a contractor with the FACILITY or one of its affiliated entities, is committed to upholding the highest standard of ethical and legal business practices.

B. SCHOOL will not tolerate illegal or unethical activity and promises to take whatever steps are required by FACILITY's Corporate Responsibility Program to identify, report and prevent such activity.

C. SCHOOL has received and reviewed a copy of the FACILITY's Standards of Conduct (which is attached to this Agreement) and understands that, as a contractor with the FACILITY or one of its affiliated entities, it is expected to provide services in accordance with these Standards of Conduct.

D. SCHOOL hereby represents and warrants that neither SCHOOL nor STUDENT has been convicted of any criminal offense related to health care nor been debarred, excluded, or otherwise ineligible for participation

in any federal government health care program, including Medicare and Medicaid. SCHOOL hereby agrees to immediately notify Hospital of any threatened, proposed, or actual conviction or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that SCHOOL or STUDENT is convicted of any criminal offense related to health care or is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that SCHOOL is in breach of this provision, this Agreement, shall, as of the effective date of such conviction, exclusion, or breach, automatically terminate.

### XIII. REGULATORY COMPLIANCE

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

### XIV. ETHICAL AND RELIGIOUS DIRECTIVES

The parties acknowledge that FACILITY conducts its operations in a manner consistent with the Ethical and Religious Directives for Catholic Health Care services as promulgated by the National Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor. SCHOOL agrees to inform Students and Faculty participating in program at FACILITY that they are required by FACILITY to conduct themselves and carry out their activities in conformance with the Ethical and Religious Directives; provided, however, that nothing in this Agreement shall be construed to require SCHOOL, a governmental unit of the State of Indiana, to endorse any particular religious doctrine or belief.

## XV. TERM OF THE AGREEMENT

The term of this Agreement shall begin on the 18<sup>th</sup> day of August, 2004, and shall continue until (i) terminated by mutual agreement of the parties, or (ii) one party gives the other thirty (30) days' prior written notice of its intent to terminate this Agreement. If this Agreement is terminated under Clause (ii) above, such termination shall not be effective until all Students currently engaged in the clinical education experience have completed their scheduled course of training.

## XVI. GENERAL PROVISIONS

- A. Neither party shall be deemed to be an employee of the other for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose.
- B. The parties acknowledge that FACILITY conducts its operations in a manner consistent with the Ethical and Religious Directives for Catholic Health Care services as promulgated by the National Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor.
- C. Notices or communications herein required or permitted shall be given by registered or certified mail or by hand delivery at the following addresses, unless either party shall otherwise designate its new addresses by written notice:

To SCHOOL:                      Department Head of Nursing, ADN  
Illinois Eastern Community Colleges  
District #529, Olney Central College  
Wabash Valley College  
2200 College Drive  
Mt. Carmel, IL 62863

To FACILITY:                      Executive Director  
St. Elizabeth Ann Seton, Inc.  
3700 Washington Avenue  
Evansville, IN 47750

- D. This Agreement shall be construed and interpreted in accordance with the laws of the State of Indiana.
- E. This Agreement contains the entire agreement of the parties hereto and shall be deemed to supersede any and all prior agreements.
- F. This Agreement may not be changed orally, but only by an instrument in writing signed by both parties hereto.

G. This Agreement is not intended and shall not be construed to create any right or benefit in any third party. The relationship between the SCHOOL and the FACILITY shall be considered as one between independent contractors and not as a joint venture or partnership.

IN WITNESS WHEREOF:

APPROVED AND ACCEPTED:

APPROVED AND ACCEPTED:  
ST. ELIZABETH ANN SETON, INC.

By: \_\_\_\_\_  
Department Head of Nursing  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Carol Godsey, Executive Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Associate Dean of Nursing and Allied Health  
Date: \_\_\_\_\_

“FACILITY”

By: \_\_\_\_\_  
President, Olney Central College  
Date: \_\_\_\_\_

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

“SCHOOL”

**Agenda Item #8E**

**Revised FY05 Certification of Chargeback**

**Agenda Item #8E**

MEMORANDUM

TO: Board of Trustees  
FROM: Roger Browning  
DATE: September 21, 2004  
RE: Revised FY05 Certification of Chargeback

At the August 17<sup>th</sup> Board meeting, the Board approved the FY05 Certification of Chargeback. This chargeback was based upon information provided by our auditors and complied with ICCB procedures.

During the past month, Roger Browning, Chief Finance Officer, our auditors, and the Senior Director for System Finances for the Illinois Community College Board have determined that the procedure for accounting for State University Retirement System (SURS) pass-through payments (payments made to SURS “on behalf” of IECC employees) should be revised as it pertains to the Chargeback calculation.

Under this revised procedure, our certification of chargeback has been changed slightly. I ask the Board’s approval of the Revised FY05 Certification of Chargeback.

RB/rs

Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529**

**CERTIFICATION OF CHARGEBACK REIMBURSEMENT  
FOR FISCAL YEAR 2005**

ALL FISCAL YEAR 2004 NONCAPITAL AUDITED OPERATING EXPENDITURES  
FROM THE FOLLOWING FUNDS:

1. Education Fund:	\$ 20,678,549	
2. Operations and Maintenance Fund:	2,249,817	
3. Public Building Commission Operation and Maintenance Fund:	-	
4. Bond and Interest Fund:	1,426,593	
5. Public Building Commission Rental Fund:	-	
6. Restricted Purposes Fund:	7,984,176	
7. Audit Fund:	28,152	
8. Liability, Protection, and Settlement Fund:	669,243	
9. Auxiliary Enterprises Fund (Subsidy Only):	874,262	
<b>10. TOTAL NONCAPITAL EXPENDITURES</b>		<b>\$ 33,910,792</b>
11. Depreciation on capital outlay expenditures (equipment, buildings, and fixed equipment) paid from sources other than state and federal funds	2,287,088	
<b>12. TOTAL COSTS INCLUDED</b>		<b>36,197,880</b>
13. Total certified semester credit hours for FY 2004	156,064.5	
<b>14. PER CAPITA COST</b>		<b>231.94</b>
15. All FY 2004 state and federal operating grants for noncapital expenditures, except for ICCB grants	7,155,851	
16. FY 2004 state and federal grants per semester credit hour (line 15 divided by line 13)		45.85
17. District's average ICCB grant rate (excluding equalization grants) for FY 2005		42.44
18. District's student tuition and fee rate per semester credit hour for FY 2005		<u>48.00</u>
19. Chargeback reimbursement per semester credit hour (line 14 minus lines 16, 17 and 18)		<u>\$ 95.65</u>

Approved: \_\_\_\_\_  
Chief Fiscal Officer

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

Approved: \_\_\_\_\_  
Chief Executive Officer

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



**Agenda Item #8F**

**2004 Estimated Tax Levy Resolution**

MEMORANDUM

TO: Board of Trustees  
FROM: Roger Browning  
DATE: September 21, 2004  
SUBJECT: 2004 Estimated Tax Levy Resolution

Mr. Chairman, it is necessary at this time to approve the following tax levy resolution for FY2006.

In addition to the Education and Building Fund, our certificate of tax levy will carry the statement that an additional levy must be made by each County Clerk for each of the outstanding bond issues, tort liability, worker's compensation, audit, unemployment and other insurance.

RB/cr

Attachment

**RESOLUTION REGARDING ESTIMATED AMOUNTS  
NECESSARY TO BE LEVIED FOR THE YEAR 2004**

WHEREAS, the Truth in Taxation Law 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; and

WHEREAS, if 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 or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be 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; and

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2003 was:

Education Purposes	\$1,813,526
Operations and Maintenance Purposes	777,223
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	492,068
Audit	30,568
Other	0
Total	\$3,113,385

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2004 is as follows:

Education Purposes	\$1,925,000
Operations and Maintenance Purposes	825,000
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	550,000
Audit	30,000
Other	0
Total	\$3,330,000

WHEREAS, the Truth in Taxation Law, as amended, requires that all taxing districts in the State of Illinois provide date in the Notice concerning the levies made for debt service made pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2003 was \$1,501,655; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2004 is \$1,337,490.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees, Illinois Eastern Community Colleges District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, as follows:

**Section 1:** The aggregate amount of taxes estimated to be levied for the year 2004 is \$3,330,000.

**Section 2:** The aggregate amount of taxes estimated to be levied for the year 2004 does exceed 105% of the taxes extended by the district in the year 2003.

**Section 3:** The aggregate amount of taxes estimated to be levied for the year 2004 for debt service is an 11% decrease over the taxes extended for debt service for 2003.

**Section 4:** Public notice shall be given in the following newspapers of general circulation in said district,

Albion Journal Register, Edwards County  
Bridgeport Leader, Lawrence County  
Carmi Times, White County  
Clay County Republican, 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

and a public hearing shall be held, all in the manner and time prescribed in said notice, which notice shall be published not more than 14 days nor less than 7 days prior to said hearing, and shall be not less than 1/8 page in size, with type no smaller than twelve (12) point, enclosed in a black border not less than 1/4 inch wide and in substantially the following form:

NOTICE OF PROPOSED TAX INCREASE FOR  
ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT NO. 529

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2004 will be held on October 19, 2004 at 6:00 p.m. at Frontier Community College, Fairfield, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Roger Browning, Chief Finance Officer, 233 East Chestnut Street, Olney, IL 62450; phone: (618-393-2982).

- II. The corporate and special purpose property taxes extended or abated for the year 2003 were \$3,113,385.

The proposed corporate and special purpose property taxes to be levied for 2004 are \$3,330,000. This represents a 7% increase over the previous year extension.

- III. The property taxes extended for debt service for 2003 were \$1,501,655.

The estimated property taxes to be levied for debt service and public building commission leases for 2004 are \$1,337,490. This represents an 11% decrease over the previous year.

- IV. The total property taxes extended or abated for 2003 were \$4,615,040.

The estimated total property taxes to be levied for 2004 are \$4,667,490. This represents a 1% increase over the previous year extension.

**Section 5:** This resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 21st day of September 2004.

BOARD OF TRUSTEES  
ILLINOIS EASTERN COMMUNITY COLLEGES  
COUNTIES OF RICHLAND, CLARK, CLAY,  
CRAWFORD, CUMBERLAND, EDWARDS,  
HAMILTON, JASPER, LAWRENCE, WABASH,  
WAYNE AND WHITE  
STATE OF ILLINOIS

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

ATTEST:

\_\_\_\_\_  
Secretary

RESOLUTION

ESTIMATED 2004 TAX LEVY

HEARING

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community Colleges District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for the 2005-2006 fiscal year:

1. Date of Fiscal Year: July 1, 2005 - June 30, 2006
2. Publication of Notice of Public Hearing on Tax Levy: After October 6, 2004 and before October 12, 2004.
3. Public Hearing on Tax Levy: October 19, 2004, at the hour of 6:00 p.m. to 6:30 p.m., local time, Frontier Community College, 2 Frontier Drive, Fairfield, Illinois.
4. Adoption of Tax Levy: October 19, 2004, following the Public Hearing.

BY ORDER OF THE BOARD OF TRUSTEES  
ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT NO. 529

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Chairman, Board of Trustees Date

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Secretary, Board of Trustees Date

**Agenda Item #8G**

**FY2004 Audit**

MEMORANDUM

TO: Terry L. Bruce  
FROM: Roger Browning  
DATE: September 21, 2004  
RE: FY2004 Audit

Statute requires that the Board of Trustees accept the annual audit and that it be forwarded for filing to the Illinois Community College Board. The audit was sent to the Board of Trustees for their review, under separate cover.

Following a review and discussion of the audit, it is the staff's recommendation that the Board pass a resolution to accept the audit and authorize it to be forwarded to the Illinois Community College Board.

The Audit Committee comprised of Ms. Wolfe and Mr. Williams will report the committee's review of the audit.

Thank you.

RB/cr

Attachment



RESOLUTION OF THE BOARD OF TRUSTEES

ANNUAL AUDIT

WHEREAS, 110 ILCS 805/3-22.1 of the Illinois Public Community College Act requires the conduct of an annual audit for Illinois Eastern Community Colleges District 529,

WHEREAS, it is required that the Board of Trustees review and accept the annual audit.

WHEREAS, it is required that the audit be submitted to the Illinois Community College Board,

THEREFORE, SO BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community Colleges District #529, accepts and approves the annual audit of the district as submitted by Clifton, Gunderson & Co. of Springfield, IL.

FURTHER, BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community Colleges District 529 authorizes staff to submit the audit to the Illinois Community College Board.

By order of the Board of Trustees.

ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
DATE

**Agenda Item #8H**

**FY2005 Budget**

MEMORANDUM

TO: Terry L. Bruce  
FROM: Roger Browning  
DATE: September 21, 2004  
RE: FY2005 Budget

I am pleased to present the FY2005 Budget for Illinois Eastern Community College District No. 529 to the Board of Trustees for approval. A formal copy of the budget has been mailed to each Board member under separate cover.

RB/cr

**Agenda Item #9**

**Bid Committee Report**

**Agenda Item #10**

**District Finance**

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

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT      August 31, 2004**

<b>FUND</b>	<b>BALANCE</b>
Educational	\$1,066,099.63
Operations & Maintenance	\$132,710.16
Operations & Maintenance (Restricted)	(\$75,543.05)
Bond & Interest	\$195,568.84
Auxiliary	\$1,221,735.09
Restricted Purposes	(\$53,426.91)
Working Cash	\$0.00
Trust & Agency	\$78,372.32
Audit	\$67,635.47
Liability, Protection & Settlement	\$91,711.14
<b>TOTAL ALL FUNDS</b>	<b>\$2,724,862.69</b>

Respectfully submitted,

Marilyn Grove, Treasurer

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Combined Balance Sheet - All Funds**  
**August 31, 2004**

**ALL FUNDS**

**Fiscal**  
**Year**  
**2005**

<b>ASSETS:</b>	
CASH	2,724,863
IMPREST FUND	21,500
CHECK CLEARING	2,000
INVESTMENTS	8,143,000
RECEIVABLES	3,350,777
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	459,225
OTHER ASSETS	429,772
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>15,131,137</b>
 <b>LIABILITIES:</b>	
PAYROLL DEDUCTIONS PAYABLE	3,525
ACCOUNTS PAYABLE	(6,426)
ACCRUED EXPENSES	-
INTERFUND PAYABLES	139,950
DEFERRED REVENUE	-
OTHER LIABILITIES	48,358
<b>TOTAL LIABILITIES:</b>	<b>185,407</b>
 <b>EQUITY AND OTHER CREDITS:</b>	
INVESTMENT IN PLANT	1,472,541
PR YR BDGTD CHANGE TO FUND BALANCE	607,636
 <b>FUND BALANCES:</b>	
FUND BALANCE	985,822
RESERVE FOR ENCUMBRANCES	11,879,731
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>14,945,730</b>
 <b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	 <b>15,131,137</b>

ILLINOIS EASTERN COMMUNITY COLLEGES  
Combined Statement of Revenues, Expenses,  
and Changes in Net Assets  
AS OF AUGUST 31, 2004

ALL FUNDS

	YEAR-TO-DATE
REVENUES:	
LOCAL GOVT SOURCES	1,531,621
STATE GOVT SOURCES	237,344
STUDENT TUITION & FEES	4,306,035
SALES & SERVICE FEES	577,779
FACILITIES REVENUE	5,644
INVESTMENT REVENUE	13,660
OTHER REVENUES	34,675
TOTAL REVENUES:	<u>6,706,758</u>
EXPENDITURES:	
INSTRUCTION	1,098,537
ACADEMIC SUPPORT	69,988
STUDENT SERVICES	193,049
PUBLIC SERV/CONT ED	10,344
OPER & MAINT PLANT	470,470
INSTITUTIONAL SUPPORT	1,135,809
SCH/STUDENT GRNT/WAIVERS	436,299
AUXILIARY SERVICES	847,305
TOTAL EXPENDITURES:	<u>4,261,801</u>
TRANSFERS AMONG FUNDS:	
INTERFUND TRANSFERS	<u>0</u>
TOTAL TRANSFERS AMONG FUNDS:	0
NET INCREASE/DECREASE IN NET ASSETS	<u>2,444,957</u>



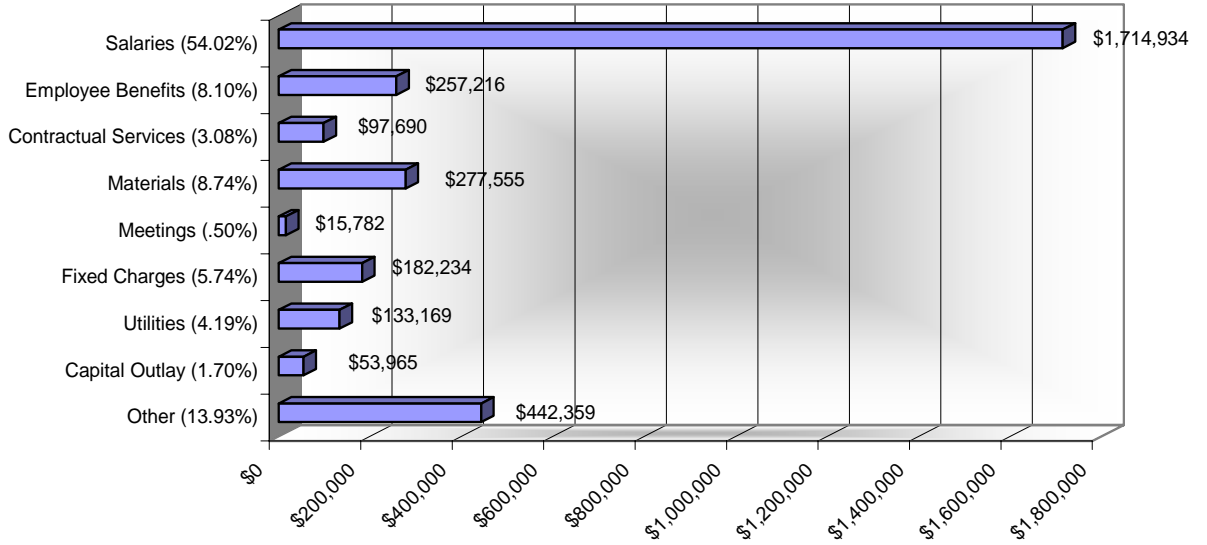
ILLINOIS EASTERN COMMUNITY COLLEGES  
OPERATING FUNDS

FISCAL YEAR 2005

College	Category	Tentative Budget	Spent Thru August	% of Bdgt	% of Year
Frontier	Bills		\$195,040		
	Payroll		264,021		
	Totals	\$2,187,131	459,061	21%	17%
Lincoln Trail	Bills		222,119		
	Payroll		262,230		
	Totals	2,294,930	484,349	21%	17%
Olney Central	Bills		205,686		
	Payroll		440,197		
	Totals	3,981,087	645,883	16%	17%
Wabash Valley	Bills		181,163		
	Payroll		366,335		
	Totals	2,715,999	547,498	20%	17%
Workforce Educ.	Bills		165,496		
	Payroll		151,289		
	Totals	1,146,422	316,785	28%	17%
District Office	Bills		33,413		
	Payroll		138,691		
	Totals	1,602,244	172,104	11%	17%
District Wide	Bills		457,053		
	Payroll		92,171		
	Totals	7,886,314	549,224	7%	17%
O & M	Bills				
	Payroll				
	Totals				
GRAND TOTALS		21,814,127	3,174,904	15%	17%

Excludes DOC

**Illinois Eastern Community Colleges  
FY2005  
Operating Funds**



Illinois Eastern Community Colleges Dist. #529  
As of August 31, 2004 - \$3,174,904

**Agenda Item #11**

**Agenda Item #11**

**Chief Executive Officer's Report**

**Agenda Item #12**

**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:** September 17, 2004  
**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for items 400.1, 400.4, 400.5, and 400.6. will be mailed under separate cover.

dh

Attachments

# **INDEX**

- 400.1. Employment of Personnel**
- 400.2. FY04-05 Educational Level Changes**
- 400.3. Special Assignments**
- 400.4. FY04-05 Staff Salary Increases (external report)**
- 400.5. Request for Approval of Proposed Non-College Employment (external report)**
- 400.6. Leave Request (external report)**



# PERSONNEL REPORT

## 400.1. Employment of Personnel

### A. Classified

1. Lisa Ewing, Office Assistant, WVC
2. Kimberly Billington, Custodian, OCC

## 400.2. FY04-05 Educational Level Changes

### A. Faculty

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
John Kendall	M+24	M+36	\$1,000
Richard Poskin	M+24	M+36	\$1,000
Cathy Robb	M	M+12	\$1,000

## 400.3. Special Assignments (attachment)

## 400.4. FY04-05 Staff Salary Increases (external report)

## 400.5. Request for Approval of Proposed Non-College Employment (external report)

## 400.6. Leave Request (external report)

# ATTACHMENT

## FY04-05 Special Assignments - Olney Central College

Academic		Recommended 2004-05
1. Amie Mayhall	Lead Inst Office Occup/Clerical	\$550
	Academic – Nursing	
1. Freda Neal	Dept Head, Nursing/OCC	\$2,500
	Extra-Curricular	
1. Carmen Allen	Phi Theta Kappa Advisor	\$300
2. Jim Tucker	Asst Phi Theta Kappa Advisor	\$200
3. Laurel Cutright	WYSE Coordinator	\$500

## FY04-05 Special Assignments - Wabash Valley College

Academic		Recommended 2004-05
1. Bo Cook	Lead Inst Manufacturing Tech	\$450

9-14-04

**Agenda Item #15**

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

**Agenda Item #16**

**Agenda Item #16**

**Litigation**

**Agenda Item #17**

**Agenda Item #17**

**Acquisition and Disposition of Property**

**Agenda Item #18**

**Agenda Item #18**

**Other Items**

**Agenda Item #19**

**Agenda Item #19**

**Adjournment**

**TENTATIVE**  
**Protection, Health, Safety and ADA**  
**Projects Schedule**  
**Phase VII**

	Estimated Budget										
Data Center Acoustics & HVAC Upgrade DO	\$39,325										
Carpet Replacement LTC	\$225,060										
Sidewalk Replacement/Upgrade LTC & FCC	\$88,330										
Fire Alarm & Lighting Upgrades OCC, WVC & FCC	\$554,180										
Ceiling Replacement WVC	\$173,030										
Parking Facility FCC	\$193,600										
<b>GRAND TOTAL</b>	<b>\$1,273,525</b>		<b>Board Approval</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>	<b>100% Completed</b>	<b>Partial Accepted</b>	<b>Fully Accepted</b>