

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

September 16, 2008



Location:

**Wabash Valley College
2200 College Drive
Mt. Carmel, IL 62863**

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

**Illinois Eastern Community Colleges
Board Agenda**

**September 16, 2008
7:00 p.m.
Wabash Valley College**

1. Call to Order & Roll Call..... Chairman Fischer
2. Disposition of Minutes..... CEO Bruce
3. Recognition of Visitors and Guests Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
4. Public Comment
5. Reports
 - A. Trustees
 - B. Presidents
 - C. Cabinet
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. 2008 IECC Fact Book Cantwell
 - B. Joint Agreement with Southwestern Illinois College..... Cantwell
 - C. Joint Agreement with Lake Land College..... Cantwell
 - D. Health Careers Partnership Agreement Pampe
 - E. Certification of Chargeback Browning
 - F. 2008 Estimated Tax Levy Resolution Browning
 - G. Resolution Establishing Tax Levy Hearing..... Browning
 - H. FY2008 Audit..... Bruce
 - I. FY2009 Budget Bruce
 - J. Affiliation Agreement with Crawford Memorial Hospital Bruce
 - K. Affiliation Agreement with National Healthcare/Crossroads Hospital Bruce
 - L. Affiliation Agreement with Olney Renal Life Link/Olney Dialysis Bruce
 - M. Preceptor Agreement with Sarah Bush Lincoln Health Clinic..... Bruce
 - N. Wabash Valley College Environmental Survey Bruce

- 9. Bid Committee Report Bruce
 Baseball Field Renovation – Lincoln Trail College
- 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 19, 2008.

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

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

John D. Brooks, Brenda K. Culver, George Andrew Fischer, William C. Hudson “Jr.,” Walter L. Koertge, Larry Rost, Marilyn J. Wolfe. Also present was Terra Ochs, 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: The Chairman noted that six trustees, John D. Brooks, Brenda K. Culver, George Andrew Fischer, William C. Hudson “Jr.,” Walter L. Koertge, Larry Rost, were physically present at the meeting, constituting a quorum, and that Trustee Marilyn J. Wolfe was connected to the meeting via telephone, pursuant to Board Policy on Electronic Meetings.)

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

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.
Jack Davis, President of Olney Central College.
Matt Fowler, President of Wabash Valley College.
Timothy Taylor, President of Frontier Community College.
Beverly Turkal, President of Lincoln Trail College.
Roger Browning, Chief Finance Officer/Treasurer.
Christine Cantwell, Associate Dean of Academic & Student Support Services.
Alex Cline, Director of Information & Communications Technology.
Kathleen Pampe, Associate Dean, Career Education & Economic Development.
Pamela Schwartz, Associate Dean of Institutional Development.
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
IECEA – Illinois Eastern Colleges Education Association
LCC – Lawrence Correctional Center
LTC – Lincoln Trail College

OCC – Olney Central College
PHS – Protection, Health & Safety
RCC – Robinson Correctional Center
SURS – State Universities Retirement System
WED – Workforce Education
WVC – Wabash Valley College

AGENDA #2 – “Disposition of Minutes” – Open meeting minutes as prepared for the regular meeting held Tuesday, July 15, 2008 were presented for disposition.

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

AGENDA #3 – “Recognition of Visitors and Guests” –

#3-A. Visitors and Guests: Visitors and guests present were recognized. Two special presentations were given, as follows:

(1) **Educational Talent Search Program:** Carol Redman, Director of the Educational Talent Search Program, presented a summary of the program for the 2007-2008 academic year. Educational Talent Search is a federal grant program awarded to IECC to serve 650 students in grades 6-12 and individuals age 11-27 years who have not completed secondary school or post-secondary programs. It was established to provide educational, career, college, financial, and personal assistance.

(2) **Upward Bound Program:** LeAnn Hartleroad, Director of the Upward Bound Program, presented a review of that program for 2007-2008. During the past year Upward Bound served 115 students from ten high schools throughout the IECC district. This is a federally funded, college prep program designed to provide academic support, personal and career counseling, and cultural enrichment to teens who have the desire and potential to be successful in college and beyond.

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment” – None.

AGENDA #5 – “Reports” –

#5-A. Report from Trustees: None.

#5-B. Report from Presidents: Informational reports were noted from each of the colleges.

#5-C. Report from Cabinet: None.

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

#6-A. Campus Safety and Security Policy 500.17: The District is now required to report sexual assaults to students considering enrolling or students who attend Illinois Eastern Community Colleges. This reporting requirement has been added to IECC’s Campus Safety and Security Policy. In addition, editorial changes are being made to clarify reporting requirements.

Recommendation: The CEO recommended that second reading be waived and that the following Campus Safety and Security Policy 500.17 be adopted.

STUDENT PERSONNEL - 500

Campus Safety and Security Policy (500.17)

The Illinois Eastern Community Colleges Board of Trustees recognizes the importance of a college environment which is safe and free of crime. Programs of crime prevention, college security procedures, and programs to prevent drug and alcohol abuse have been implemented to promote a crime-free environment. Information regarding these programs is available from your college office of student services. The college environment includes all students, employees and other persons participating in Illinois Eastern classes, programs, services and other activities and events.

Illinois Eastern encourages all students and employees to report all on-campus **INCIDENTS** of criminal activity, including but not limited to, murder, rape, sexual assault, robbery, aggravated assault, burglary, and motor vehicle theft, along with on-campus **ARRESTS** for liquor law violations, drug law violations, and weapons possessions to the President or his/her designee. ~~In addition,~~ Students and employees are encouraged to report all ~~other~~ crimes considered to be a threat to students and employees so that Illinois Eastern can determine if preventive measures can be implemented to prevent recurrence of a particular crime. ~~This includes~~ Reporting is also requested for evening classes being taught and college events occurring at places other than immediate college property.

Illinois Eastern custodial and maintenance staff or other college personnel are responsible for the security, access, and maintenance of all college buildings and grounds. As such, custodial and maintenance staff or other college personnel will be present on campus during all times that classes are in session. Illinois Eastern administration monitors and evaluates campus safety on an ongoing basis.

The possession and/or use of firearms, ammunition, fireworks, dangerous materials, or combustible materials, except by law enforcement officials or used for approved course work, is strictly prohibited on campuses and in any Illinois Eastern Community Colleges building. Violators will be reported to local law enforcement agencies and can face immediate expulsion or dismissal from the college.

The possession, use, and sale of alcoholic beverages or illegal drugs by anyone while participating in Illinois Eastern classes, programs, services and other activities and events is strictly prohibited. Violators will be reported to local law enforcement agencies and can face immediate expulsion or dismissal from the college.

Illinois Eastern will monitor and cooperate with law enforcement agencies in an effort to keep students and employees apprised of reported crimes and arrests of students and employees which occur in the college community. Upon demand, Illinois Eastern will provide appropriate disciplinary information to victims of violent crimes. Campus crime statistics will be made available upon request to all students, employees, and the college community, as well as to student applicants and prospective employees. An annual report will be published each year and will be made available to ~~both those in the college environment and~~ the college community and public.

Board Action: Trustee Brenda Culver made a motion to waive second reading and adopt Campus Safety and Security Policy 500.17 as recommended. Student Trustee Terra Ochs seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

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

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

#8-A. FY09 Tentative Budget: Pursuant to the prior action of the Board of Trustees, a tentative budget was made available to the public on August 8 and remains available for public inspection at the District Office through the scheduled September 16 Budget Hearing and Board meeting. Notification of the budget's availability and notice of the public hearing was published in district newspapers, pursuant to statutory requirements. The tentative budget projects operating revenues of \$29,900,676 for the Education Fund and the Operations and Maintenance funds. The document represents the current and best judgment of the district administration relative to anticipated revenues for fiscal year 2009. It is based on information available to date. As required by law, a Budget Hearing will be held on September 16, 2008, from 6:00 to 6:30 p.m. at Wabash Valley College. Following the hearing, a final budget will be presented for approval at the regular meeting September 16. The CEO recommended acceptance of the tentative budget as presented.

Board Action: Trustee Walter Koertge made a motion to accept the FY09 tentative budget as recommended. Trustee Larry Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. Approval of 403(b) Plan: The IRS has finalized changes to the IRS 403(b)/Tax-Sheltered Annuity (TSA) regulations that will impact Illinois Eastern Community Colleges and its employees. Responsibility for oversight of 403(b)/TSA plans, including selecting providers and products, will be shifted from IECC employees to the District. The new 403(b) plan must be implemented no later than January 1, 2009. The IRS regulations governing 403(b) also created increased compliance, liability and risk issues for the District. Some of the notable changes include:

- A written plan document will be required for all plans
- A universal availability requirement, with limited exceptions
- New rules will govern exchanges and transfers of employee's accounts
- New employee notification requirements
- Centralized recordkeeping will be critical to compliance

The following Resolution grants authority to the officers of the District to establish a new 403(b) plan which will be compliant in all respects with the newly issued IRS regulations governing section 403(b) of the code. The CEO recommended adoption.

WHEREAS, the Board of Trustees of Illinois Eastern Community Colleges District #529 ("District") believes it is in the best interest of the District to assist its employees in saving for their retirement; and

WHEREAS, the Board of Trustees currently honors 403(b) contracts between employees and certain approved vendors; and

WHEREAS, the IRS has made final changes to the 403(b) Tax Sheltered Annuity regulations that requires the District to make changes to its 403(b) program; and

WHEREAS, the Board of Trustees has considered the possibility of maintaining a 403(b) plan for the District's employees that will be in compliance with the newly established rules and regulations; and

NOW THEREFORE, the undersigned, representing a majority of the seven (7) elected members of the Board of Trustees of the District, do hereby declare and state that they approve and hereby adopt the following resolution; and

RESOLVED, that the District establish a new 403(b) plan effective January 1, 2009; and

RESOLVED, that the employees may begin deferring a portion of their compensation into the 403(b) plan commencing on the effective date; and

BE IT FURTHER RESOLVED, that the Chief Executive Officer, the Treasurer, and the Secretary of the Board being officers of the District, are hereby authorized and directed to execute the plan on behalf of the District and to do and perform any and all further acts to make, execute, acknowledge, and deliver all documents necessary to carry out the intent of this resolution.

Board Action: Trustee William Hudson made a motion adopt the foregoing Resolution to develop and implement a 403(b) Tax Sheltered Annuity plan as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. Approval of The Standard as 403(b) Vendor: A 403(b) Advisory Committee was formed to oversee the implementation of landmark changes to the IRS regulations on 403(b). The Committee members included LaVonna Miller (FCC), Sandra Lindsey (LTC), Jack Davis (OCC), David Wilderman (WVC), John Howard (Workforce Education), Tara Buerster (District Office), and Roger Browning (District Office). The District retained the services of J.W. Terrill Retirement Plan Solutions to assist with the process of compliance with the new regulation. Terrill was also retained to prepare a “Request For Proposals” and to review proposals submitted. The selected vendor will act as Plan Sponsor and provide administrative services, participant services, investment services, and fiduciary services. After many meetings and careful consideration, the 403(b) Advisory Committee has recommended The Standard as the vendor to provide plan services to the District and its employees. The Standard has a strong organization and currently administers approximately four hundred 403(b) plans. The CEO recommended approval of The Standard as the 403(b) vendor, to provide plan services to the district and its employees.

Board Action: Trustee Marilyn Wolfe made a motion to approve The Standard as the 403(b) vendor, to provide plan services to the District and its employees, as recommended. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. Radiography Program Handbook: Jack Davis, President of Olney Central College and Nancy Buttry, Associate Dean of Allied Health, have revised the handbook for IECC students enrolled in Radiography. Major changes include an updated tuition fee to reflect current amounts already approved, a new statement regarding early exit, semester term requirements were clarified, minimum score requirements for competency and proficiency were changed, language was clarified concerning blood borne pathogen exposure, and an administrative withdrawal was added. Significant changes were made to the Early Exit Policy. Both application requirements and early exit requirements are outlined. For application for early exit, there is a December 1 deadline, a requirement that 90% of yearly objectives were met, a minimum of 38 of the 42 required competencies were completed and successful completion of all general education requirements. Early exit requirements include a completion of all program requirements, a minimum score of 85% on the Registry Review Final Exam and completion of an application for the ARRT Exam. The CEO recommended approval of the revised Radiography Program Handbook as presented.

Board Action: Trustee Larry Rost made a motion to approve the revised Radiography Program Handbook as presented and recommended. Student Trustee Terra Ochs seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. 2008 Performance Report: The district's 2008 Performance Report was presented. The Illinois Board of Higher Education (IBHE) has adopted a new strategic plan that provides a policy framework to guide the Illinois higher education community in meeting the needs of the state and its residents. It is called "2011 Strategic Goals." The 2011 Strategic Goals and the previous IBHE "Promise for Illinois," emphasize the diversity of Illinois higher education with the understanding that each institution will be expected to address the identified policy areas in a manner that is consistent with the institution's mission, resources, and constituencies. The IECC 2008 Performance Report is a descriptive report outlining its mission in relation to the programs, services, and activities provided to district residents and how IECC has contributed to achieving the state's higher education priorities.

The 2011 Strategic Goals are:

1. Affordability: Help ensure that college is affordable to all Illinoisans.
2. Attainment: Improve educational attainment through a seamless P-20 system of high-quality teaching and learning, through an increased focus and outreach to nontraditional students, and through stronger emphasis on preparing graduates in high-demand workforce areas.
3. Diversity: Work to increase access and success in a more diverse college student body and faculty ranks, including those with disabilities.
4. Efficiency/Effective Transitions: Promote efficiency and accountability in higher education operations. The report provides district-wide data on all areas of institutional effectiveness, including programs and services such as financial aid awards, tuition and fees, program graduates and transfer rates, student demographics, degrees and certificates awarded, economic development activities, pass-rates on professional licensure exams, percent of population served, etc. The report shows that the IECC district serves the highest percentage of its population when compared to all other community college districts in Illinois. The CEO recommended approval.

Board Action: Trustee Walter Koertge made a motion to approve the 2008 Institutional Performance Report as recommended. Student Trustee Terra Ochs seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-F. Health Careers Student Handbook: The Health Careers' Student Handbook was developed for the Health Careers' Program that will be offered as a pilot program beginning fall semester 2008 at Fairfield Memorial Hospital. Eighteen students from Fairfield and Edwards County High Schools will be enrolled in this 29 credit-hour dual credit program that will be taught completely on-site at Fairfield Memorial Hospital. The Program is a health science technology program designed primarily for high school juniors and seniors who are interested in pursuing a career in the health care field. The classes meet for two hours a day at the hospital and the curriculum includes the study of health careers, basic anatomy and physiology, CNA certification, and hands-on clinical experiences with real patients. Overall, the program provides students with pertinent, real world career information and career exposure to the many varied health care fields, thus allowing students to make informed decisions about a career in health care. The Handbook provides information about the program, including the program outline and expected program outcomes for student assessment. Program attendance, dress code, student conduct, and clinical site expectations are clearly described. The Handbook also includes several forms that must be signed by students and their parents or guardians. The CEO recommended approval of the Health Careers Student Handbook.

Board Action: Trustee Larry Rost made a motion to approve the Health Careers Student Handbook as recommended. Trustee Walter Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None.

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

#8-G. Agreement with Vincennes University: IECC and Vincennes University cooperate with the District's Local Workforce Investment Board (LWIB) to offer courses to companies and employees who need retraining. For several years, IECC has had an agreement with the Knox County LWIB to provide training services to Vincennes University. The CEO recommended approval to renew the LWIB agreement with Vincennes University.

Board Action: Trustee Marilyn Wolfe made a motion to approve renewal of the LWIB agreement with Vincennes University as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-H. Easement for City of Olney: The City of Olney is placing a lift unit, which will be located at the Olney City Park, for the sewage treatment plant. This requires the City to run a sewer line along the North edge of St. John Street in Olney on property owned by IECC and Olney Central College. The City of Olney has offered to pay the sum of \$500 for this easement. The city has assured the district that it will repair any damage done to driveways or district improvements. The CEO recommended approval of the easement, and that the Board of Trustees waive the \$500 and grant the City an easement without compensation.

GRANT OF EASEMENT FOR SANITARY SEWER MAIN PURPOSES

THE GRANTOR, BOARD OF TRUSTEES OF ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529, COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON, JASPER, LAWRENCE, WABASH, WAYNE AND WHITE, ILLINOIS, an Illinois Community College District, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the City of Olney, Illinois, and in consideration of the covenants and other agreements herein expressed to be performed on the part of Grantee, and pursuant to authority given by the Board of Trustees of said District, does hereby **GRANT** to the **CITY OF OLNEY, ILLINOIS,** an Illinois municipal corporation, 300 S. Whittle Avenue, Olney, Illinois 62450, a perpetual easement in, upon, across, over, under, and through the land hereinafter described with the right to install, construct, inspect, operate, replace, renew, alter, enlarge, extend, remove, repair, clean, and maintain a sanitary sewer main and such appurtenances and additions thereto as said City may deem necessary, said easement being described as follows:

A part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Thirty-three (33), Township Four North (T4N), Range Ten East (R10E) of the 3rd Principal Meridian, City of Olney, Richland County, Illinois, more particularly described as follows:

Beginning at the Northwest corner of the intersection of Illinois Route 130 and St. John Street, thence Westerly 470.0 feet along the North right of way line of St. John Street; thence Northerly 20.0 feet; thence Easterly 470.0 feet to a point on the West right of way line of Illinois Route 130; thence Southerly 20.0 feet to the point of beginning, containing 0.22 acres, more or less.

Said easement being also shown by the plat attached hereto and considered a part hereof.

This Grant of Easement for Sanitary Sewer Main Purposes is executed and delivered and granted upon the following conditions:

1. The Grantee shall, as soon as practical after said work is completed, restore all property of Grantor to a neat and presentable condition, including the seeding of any area damaged as a result of any work.
2. Grantee shall indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of its agents or employees in the course of their employment.
3. Grantor herein reserves the right to use the property for purposes which will not interfere with the Grantee's full enjoyment of the rights hereby granted.

Board Action: Trustee Walter Koertge made a motion to approve the foregoing Easement for the City of Olney and waive the \$500 fee as recommended. Trustee Larry Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-I. Lease with City of Robinson for Parker Ragon Building: The Lincoln Trail College Foundation built the Parker Ragon Center in downtown Robinson. Under an inter-governmental cooperation agreement, the City of Robinson and IECC/LTC operate a fitness center within the Center. The two governmental entities have long agreed to split certain expenses of the operation of the building and certain revenues that are generated. Because of recent security concerns, the City of Robinson wishes to install a camera and operate it through the installation of additional telephone lines. The City is asking the IECC District to share a portion of the cost of that new line. The CEO recommended approval of this alteration to the existing agreement with the City of Robinson.

Board Action: Trustee Brenda Culver made a motion to approve the alteration to the lease with the City of Robinson for the Parker Ragon Center as recommended. Student Trustee Terra Ochs seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-J. WVJC Ownership Report: The IECC District is periodically requested by the Federal Communications Commission (FCC) to file a Statement of Ownership of the Radio Station that the district owns located on the campus of Wabash Valley College. Historically, the members of the Board of Trustees have been listed as the owners. Each member is listed as an owner of the station and the IECC Chief Executive Officer is listed as the person to certify the ownership. The CEO recommended approval to submit a Statement of Ownership showing members of the Board of Trustees as owners of Radio Station WVJC.

Board Action: Trustee Walter Koertge made a motion to approve the Statement of Ownership listing members of the Board of Trustees as owners of the radio station that the district owns on the WVC campus, as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-K. Acceptance of McCoy Building: Recommendation and action on this agenda item was deferred until a future meeting.

AGENDA #9 – “Bid Committee Report” – The CFO presented the following recommendations of the Bid Committee, followed by Board action as recorded.

#9-A. WVC – Radio/TV Broadcasting Equipment - (2) Teleprompter Systems: At the July Board meeting, the Board approved the acceptance of the low bid received from Roscor Corp. for (2) teleprompter systems. After the purchase order was mailed to them, The district was informed by Roscor Corp. their bid was for only one (1) teleprompter system, not two (2) as specified. Therefore, Roscor was not the lowest bidder. Therefore, the Bid Committee recommends rejecting Roscor Corporation's bid for this item and accepting the low bid that meets all specifications from Prompter People, Campbell, California, for a total of \$2,997.00.

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

Board Action: Trustee Brenda Culver made a motion to accept the recommendation of the Bid Committee to reject the bid of Roscor Corp. for Teleprompter Systems and accept the bid of Prompter People for two Teleprompter Systems for WVC as recommended. Trustee Walter Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #10 – “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 \$4,425,276.34, as of July 31, 2008.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for August 2008, totaling \$1,622,679.83, were presented for approval.

Board Approval for Payment of Financial Obligations: Trustee Marilyn Wolfe made a motion to approve payment of district financial obligations for August 2008, in the amounts listed, and payments from the revolving fund for July 2008. Trustee Larry Rost seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

#10-C. Appointment of Audit Committee: The Chairman appointed Trustees Larry Rost and Marilyn Wolfe as members of the Audit Committee, with Trustee Walter Koertge to serve as Alternate, if needed.

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

1. **SEIU:** Service Employees International Union is no longer the sole bargaining unit for employees at the correctional centers, as of August 8, 2008.
2. **Gunsmithing:** The Gunsmithing class is being well-received at Wabash Valley College.
3. **ALA QP PowerPoint Featured OCC:** Olney Central College was featured in a PowerPoint presentation at a meeting of the American Library Association in California.

4. Allied Health Program Pass Rates: Pass rates were 91% for second year students and 100% for first year students.

5. Enrollment: District-wide enrollment is up 6% from this time one year ago.

AGENDA #12 – “Executive Session” – The Board of Trustees did not hold an executive session at this meeting.

AGENDA #13 – “Approval of Executive Session Minutes” – The Board of Trustees did not hold an executive session at the regular meeting, Tuesday, July 15, 2008.

(Note: Trustee Marilyn Wolfe disconnected via telephone prior to action on the personnel report.)

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. Steve Rafferty, Electrical Distribution Systems Instructor, effective August 14, 2008.

B. Professional/Non-Faculty

1. Ryan Jenkins, Broadcast Services Specialist, WVC, effective August 21, 2008.

C. Classified

1. Leslie Slankard, Program Advisor, Educational Talent Search, DO, effective September 3, 2008, contingent upon continued grant funding.

400.2. Temporary Employment

A. Classified

1. Jerry Booker, Groundskeeper, OCC, temporary contractual employee, effective August 20, 2008.

400.3. Change-in-Status

A. Professional/Non-Faculty

1. Mary Atkins, Administrative Assistant, FCC, to Director of Registration and Records, FCC, effective September 2, 2008.

400.4. Special Assignment

A. Frontier Community College

1. Academic: Steve Rafferty, Lead Instructor, Electrical Distribution, \$450.

400.5. FY08-09 Staff Salaries

Fiscal Year 2008-2009 Guidelines for Full-Time Employee (Non-Faculty) Wage Increases

1. Full-Time employees working before June 1, 2008, are eligible for a wage increase. Employees with hire dates of June 1, 2008, to August 31, 2008, will be eligible for an increase at the six-month anniversary date. Employees with a hire date September 1, 2008 or later are not eligible for the increase.
2. Increases will be based on an overall percent with a higher percentage to lower paid employees as follows:
 - 3.25% for employees with base wages below \$40,000 (3.25%).
 - 2.75% for employees with base wages of \$40,000 and above (2.75%).
3. All increases are effective with the first payroll period in September 2008 (September 1, 2008), unless otherwise noted.
4. Entry levels for all non-faculty positions will be increased by 2.5%.

400.6. FY08-09 Educational Level Changes

A. Faculty

- Shasta Bennett, from B+16 to M, \$1,000.
- Jeff Cutchin, from M to M+24, \$2,000.
- Kathy Doty, from M to M+12, \$1,000.
- Carole Fusco, from M+36 to M+48, \$1,000.
- Amie Mayhall, from M to M+12, \$1,000.
- Lori Phillips, from M to M+12, \$1,000.

400.7. Leave of Absence Request

A. Classified

1. Danna Patrick, Academic Support Specialist, Student Advantage Network, DO, effective January 19, 2009 through March 13, 2009. The requested leave is intermittent and unpaid, with substitution of paid leave time.

400.8. Leave of Absence Approved by CEO since July 15, 2008

A. None.

400.9. Resignations

A. Faculty

1. Dale Harris, Electrical Distribution Systems Instructor, effective August 14, 2008.

B. Professional/Non-Faculty

1. Sarah Brooks, Director of Enrollment Management, WVC, effective September 26, 2008.

Personnel Report Addendum

400.10. FY08-09 Educational Level Change

A. Faculty

Ann Wolven, from M to M+24, \$2,000.

400.11. Special Assignment

A. Olney Central College

1. Other

Judith Puckett, NLNAC Self-Study Editor, \$300.

400.12. Request for Approval of Proposed Non-College Employment

A. Faculty

Judy Hudson, The Women's Hospital, Newburgh, IN, approximate time per academic year 135 hours.

Mary Doerner, Evansville Surgery Center, Evansville, IN, approximate time per academic year 24 days.

400.13. Leave Approved by CEO Since July 15, 2008

A. Faculty

1. Teresa Diekman, Nursing Instructor, effective September 2, 2008, through September 3, 2008. The requested leave is unpaid, with substitution of paid leave time.

400.14. Resignation

A. Faculty

1. John Mills, Workforce Education Instructor, IECC, effective August 22, 2008.

#14-A. Board Action to Amend Personnel Report: Trustee Larry Rost made a motion to amend the Personnel Report, to add an addendum containing Sections 400.10, 400.11, 400.12, 400.13 and 400.14 as recommended. Trustee William Hudson seconded the motion. The Chair asked trustees in favor of the motion to say "Aye" and those opposed to say "No." The viva voce (by the voice) vote was taken and the Chair declared that the "Ayes" have it and the motion carried.

#14-B. Board Action to Approve Personnel Report: Trustee John Brooks made a motion to approve the foregoing amended Personnel Report as recommended. Trustee Walter Koertge seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Brenda Culver, Andrew Fischer, William Hudson, Walter Koertge, Larry Rost. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Marilyn Wolfe. The motion having received 6 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – “Collective Bargaining” – None.

AGENDA #16 – “Litigation” – None.

AGENDA #17 – “Acquisition and Disposition of Property” – None.

AGENDA #18 – “Other Items” – The CEO informed the trustees of the recent death of John Schulte, longtime Instructor at Lincoln Trail College.

AGENDA #19 – “Adjournment” – Trustee Brenda Culver made a motion to adjourn. Trustee William Hudson seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:30 p.m.

Approved: Chairman: _____

Secretary: _____

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Recognition of Visitors and Guests

A. Visitors and Guests

B. IECEA Representatives

Agenda Item #4

Public Comment

Agenda Item #5

Reports

Trustees

Presidents

Cabinet

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
2008 IECC Fact Book

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
RE: 2008 IECC Fact Book

The IECC Fact Book has been developed to provide an annual compilation of data about Illinois Eastern Community Colleges including information about the students in our District, enrollment history, the degrees and certificates granted, the financial aid received and distributed, and the District's budgets and operations.

The 2008 IECC Fact Book will be used for strategic planning, institutional effectiveness, and policy-making processes. In most cases, the time period of the statistical data covered by the Fact Book is 2007-2008.

I ask the Board's approval of the 2008 IECC Fact Book. The Fact Book was mailed to Board Members earlier.

TLB/rs

Agenda Item #8B

Joint Agreement with Southwestern Illinois College

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
RE: Joint Agreement with Southwestern Illinois College

Attached is the Joint Agreement between Illinois Eastern and Southwestern Illinois College. Changes and updates to this agreement from last year's are:

Illinois Eastern Community Colleges added:	
Electrical Distribution Systems	Certificate
Industrial Management	AAS
Pharmacy Technician	Certificate
Southwestern Illinois College removed:	
Health Information Technology	AAS

I request Board approval of the joint agreement with Southwestern Illinois College.

TLB/rs

Attachment

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 _____, 2008 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
Construction Management Technology	AAS Degree
Fire Science	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
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
Automotive Service Technology	AAS Degree/Certificate
Automotive Service Tech II	Certificate
Diesel Equipment Technology	AAS Degree
Electrical Distribution Systems	Certificate
Industrial Management	Degree
Pharmacy Technician	Certificate
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 COLLEGE
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, gender, age, disability, or national origin.

Agenda Item #8C

Joint Agreement with Lake Land College

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
RE: Joint Agreement between IECC and Lake Land College

Attached is the Joint Agreement between Illinois Eastern and Lake Land College. Changes and updates to this agreement are:

Illinois Eastern Community Colleges removed:	
Emergency Prep/Vol Firefighter II	Certificate
Hospitality Management	AAS
Illinois Eastern Community Colleges added:	
Collision Repair Technology	AAS
Pharmacy Technician	Certificate
Lake Land removed:	
GIS Raster	Certificate
GIS Vector	Certificate

I request Board approval of the joint agreement with Lake Land College.

TLB/rs

Attachment

A JOINT AGREEMENT FOR EDUCATION COOPERATION
between
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
and
LAKE LAND COLLEGE, DISTRICT #517

This agreement is made this ___ day of _____, 2008 and entered into between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, and LAKE LAND COMMUNITY COLLEGE, DISTRICT #517, 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.

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”.

EDUCATIONAL PROGRAMS

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529 agrees to accept students from LAKE LAND COLLEGE, DISTRICT #517, in the following programs:

Assoc in Fine Arts-Music Education (Lincoln Trail and Olney Central)	AAS
Assoc in Fine Arts-Music Performance (Lincoln Trail and Olney Central)	AAS
Collision Repair Technology (Olney Central)	AAS
Pharmacy Technician (Lincoln Trail)	Certificate
Welding & Cutting (Olney Central)	Certificate

LAKE LAND COLLEGE, DISTRICT #517, agrees to accept students from ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, in the following programs:

Civil Engineering Technology	AAS
Dental Hygiene	AAS
Physical Therapy Assistant	AAS
Intro to GIS	Certificate

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.

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 LAKE LAND COLLEGE, DISTRICT #517. 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

LAKE LAND COLLEGE
District #517

Chief Executive Officer

Date

President

Date

Chairman, Board of Trustees

Date

Chairman, Board of Trustees

Date

Secretary, Board of Trustees

Date

Secretary, Board of Trustees

Date

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

Agenda Item #8D

Health Careers Partnership Agreement

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
RE: Health Careers Program Partnership Agreement

The District and Frontier Community College have an exciting opportunity to participate in a partnership agreement with Fairfield Memorial Hospital and Fairfield Community High School to create a dual credit health science technology program for high school juniors and seniors.

Under the Health Careers Program, classes will meet for two hours a day in a hospital setting with a curriculum including a study of health careers, basic anatomy and physiology, CNA certification, and hands-on clinical experiences with real patients. This training will allow students to make informed decisions about a career in health care. Through collaboration with Frontier Community College, the hospital and the high school, students will have the opportunity to be involved in many aspects of the medical profession within a hospital setting.

Under the agreement the hospital will provide classroom space, an instructor, staff involvement with the program, and coordination and scheduling. The high school will work with guidance counselors in the recruitment of students and coordinate the scheduling of classes with the college and the hospital. Frontier will develop the curriculum, provide an instructor, coordinate classes, register students, and cooperate in scheduling with the high school and the hospital.

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

TLB/rs

Attachment

Health Careers Program

Partnership Agreement

Illinois Eastern Community Colleges (IECC)

Hospital

Fairfield Memorial Hospital

High School District

Fairfield Community High School

Program Description:

The Health Careers' Program is a health science technology program designed primarily for high school juniors and seniors who are interested in pursuing a career in the health care field. The classes meet for 2 hours a day in a hospital setting and the curriculum includes the study of health careers, basic anatomy and physiology, training and CNA certification, and hands-on clinical experiences with real patients. Overall, the program provides students with pertinent, real world, career information and career exposure to the many varied health care fields, thus allowing students to make informed decisions about a career in health care.

Through collaboration between high schools, community colleges, and hospitals, students have the opportunity to be involved in many aspects of a medical profession within a hospital setting. The Program integrates academic, workplace skills, and career development competencies and allows students to observe health care professionals in their workplace settings.

Schedule:

The Health Careers Dual Credit program will be conducted during the academic school year (August through May), beginning Fall 2008. The classes will be scheduled during the daytime at a mutually agreed upon time. For example: 7:30 a.m. to 9:30 a.m. Monday through Friday. *Summer school sessions may be conducted, but will be arranged separately.*

Partner Roles and Responsibilities:

Hospital

- Facility/Space for classes to meet
- Instructor
- Staff involvement
- Coordination
- Scheduling

Illinois Eastern Community Colleges

- Curriculum
- Instructor/Staffing
- Coordination
- Information Dissemination
- Student Registration
- Student Scheduling with cooperation of high school and hospital
- Orientation
- Instructional supplies and materials
- Collaboration meetings
- Assignment of college credit
- Student and program assessment

High Schools

- Guidance Counselors
- Recruitment of Students
- Coordination
- Scheduling

Signatures:

CEO Illinois Eastern Community Colleges **Date**

CEO, Hospital **Date**

High School Superintendent **Date**

Agenda Item #8E

Certification of Chargeback

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
RE: Certification of Chargeback

The Illinois Community College Board Certification of Chargeback form for FY09 is attached. The out-of-district cost per semester hour is \$188.04. The chargeback reimbursement per semester credit hour figure is \$82.61. The cost per semester credit hour for out-of-state and international students is \$236.61.

I recommend that the ICCB Certification of Chargeback be approved by the Board of Trustees as presented.

TLB/cr

Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529
 CERTIFICATION OF CHARGEBACK REIMBURSEMENT
 FOR FISCAL YEAR 2009**

**ALL FISCAL YEAR 2008 NONCAPITAL AUDITED OPERATING
 EXPENDITURES FROM THE FOLLOWING FUNDS:**

1	Education Fund	\$ 23,920,296
2	Operations and Maintenance Fund	\$ 2,722,378
3	Public Building Commission Operation and Maintenance Fund	\$ -
4	Bond and Interest Fund	\$ 1,441,777
5	Public Building Commission Rental Fund	\$ -
6	Restricted Purposes Fund	\$ 8,379,379
7	Audit Fund	\$ 41,977
8	Liability, Protection, and Settlement Fund	\$ 446,585
9	Auxiliary Enterprises Fund (subsidy only)	\$ 957,161
10	TOTAL NONCAPITAL EXPENDITURES (sum of lines 1-9)	\$ 37,909,553
11	Depreciation on capital outlay expenditures (equipment, buildings, and fixed equipment paid) from sources other than state and federal funds	\$ 2,447,916
12	TOTAL COSTS INCLUDED (line 10 plus line 11)	\$ 40,357,469
13	Total certified semester credit hours for FY 2007	\$ 170,568
14	PER CAPITA COST (line 12 divided by line 13)	\$ 236.61
15	All FY 2008 state and federal operating grants for noncapital expenditures DO NOT INCLUDE ICCB GRANTS	\$ 8,284,659
16	FY 2008 state and federal grants per semester credit hour (line 15 divided by line 13)	\$ 48.57
17	District's average ICCB grant rate (excluding equalization grants) for FY 2009	\$ 42.43
18	District's student tuition and fee rate per semester credit hour for FY 2009	\$ 63.00
19	Chargeback reimbursement per semester credit hour (line 14 less lines 16, 17, and 18)	\$ 82.61

Approved: _____
 Chief Fiscal Officer / Date

Approved: _____
 Chief Executive Officer / Date

Agenda Item #8F

2008 Estimated Tax Levy Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
SUBJECT: 2008 Estimated Tax Levy Resolution

Each year the Board of Trustees must certify the District's estimated tax levy for the upcoming year. The estimated tax levy resolution for FY2010 follows this memo.

The resolution establishes the levy for the education fund and the operations and maintenance fund. In addition, our certificate of tax levy will carry a statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, tort liability, workers compensation, audit, unemployment and other insurance.

I ask the Board's approval of this Estimated Tax Levy Resolution.

TLB/cr

Attachment

**RESOLUTION REGARDING ESTIMATED AMOUNTS
NECESSARY TO BE LEVIED FOR THE YEAR 2008**

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 2007 was:

Education Purposes	\$2,215,996
Operations and Maintenance Purposes	949,922
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	500,869
Audit	32,154
Other	0
 Total	 \$3,698,941

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2008 is as follows:

Education Purposes	\$2,450,000
Operations and Maintenance Purposes	1,050,000
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	430,000
Audit	50,000
Other	0
 Total	 \$3,980,000

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 2007 was \$1,689,027; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2008 is \$1,595,120.

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 2008 is \$3,980,000.

Section 2: The aggregate amount of taxes estimated to be levied for the year 2008 does exceed 105% of the taxes extended by the district in the year 2007.

Section 3: The aggregate amount of taxes estimated to be levied for the year 2008 for debt service is a 6% decrease over the taxes extended for debt service for 2007.

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 2008 will be held on October 21, 2008 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 2007 were \$3,698,941.

The proposed corporate and special purpose property taxes to be levied for 2008 are \$3,980,000. This represents a 7.6% increase over the previous year extension.

- III. The property taxes extended for debt service for 2007 were \$1,689,027.

The estimated property taxes to be levied for debt service and public building commission leases for 2008 are \$1,595,120. This represents a 6% decrease over the previous year.

- IV. The total property taxes extended or abated for 2007 were \$5,387,968.

The estimated total property taxes to be levied for 2008 are \$5,575,120. This represents a 3% 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 2008.

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

Agenda Item #8G

Resolution Establishing Tax Levy

Agenda Item #8G

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
SUBJECT: Resolution Establishing Tax Levy Hearing

The Board of Trustees must annually adopt a resolution establishing the District's estimated tax levy. If the adoption of that resolution results in a greater than 5% increase in the proposed property tax levy (exclusive of bond and interest costs), a tax levy hearing must be held.

The resolution which follows would establish a fiscal year of July 1, 2009 – June 30, 2010, require the publication of a public notice of a hearing on the tax levy, require the conducting of a hearing on October 21, 2008, and notify the public that a tax levy would be adopted by the Board on October 21, 2008.

I ask the approval of the Resolution Establishing a Tax Levy Hearing.

TLB/cr

Attachment

RESOLUTION
ESTIMATED 2008 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 2009-2010 fiscal year:

1. Date of Fiscal Year: July 1, 2009 - June 30, 2010
2. Publication of Notice of Public Hearing on Tax Levy: After October 7, 2008 and before October 14, 2008.
3. Public Hearing on Tax Levy: October 21, 2008, 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 21, 2008, following the Public Hearing.

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

Chairman, Board of Trustees Date

Secretary, Board of Trustees Date

Agenda Item #8H

FY2008 Audit

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
RE: FY2008 Audit

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

The Audit Committee comprised of Ms. Wolfe and Mr. Rost met with the Chief Executive Officer and the Chief Finance Officer and the independent auditors on September 5, 2008. The Audit Committee will report on its review of the audit and its meeting with the auditors.

I ask that the Board pass a resolution to accept the audit and authorize it to be forwarded to the Illinois Community College Board.

TLB/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 LLP.

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 COLLEGE DISTRICT #529

CHAIRMAN

DATE

SECRETARY

DATE

Agenda Item #8I

FY2009 Budget

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
RE: FY2009 Budget

The 2009 tentative Budget has been available to the public since August 8th and remains available for public inspection at the District Office. On August 19th, the Board established the date of a Budget Hearing for September 16th. Notice of the public hearing was published in district newspapers, pursuant to statutory requirements. Roger Browning, Treasurer, conducted the Budget Hearing as scheduled. Therefore, the District has complied with all budget notice and hearing requirements.

The budget projects operating revenues of \$29,752,977 for the Education Fund and the Operations and Maintenance funds. Since the discussion of the tentative budget at the last Board Meeting, several changes have been made. An additional \$1.5 million has been transferred from the education fund to the operations and maintenance fund to help offset one-time expenditures in the operation and maintenance fund we anticipate this year.

In light of recent building surveys, it has become clear that we will need to spend money for infrastructure improvements, parking lot improvements, and to allocate additional funds to cover rising utility costs. The budget allocates additional expenses in the operations and maintenance fund to reflect these anticipated needs which include: \$1 million for infrastructure improvements; \$700,000 for parking lot improvements previously approved by the Board; and \$400,000 for anticipated utility rate increases.

The FY2009 Budget for Illinois Eastern Community College District No. 529 was mailed to each Board member under separate cover. I ask that the Board approve the FY2009 Budget for Illinois Eastern Community Colleges.

TLB/rs

Agenda Item #8J

Affiliation Agreement with Crawford Memorial Hospital

Agenda Item #8J

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
RE: Affiliation Agreement with Crawford Memorial Hospital

IECC wishes to enter into an affiliation agreement with Crawford Memorial Hospital located in Robinson, Illinois.

This affiliation agreement is for the Medical Office Assistant Program and the Administrative Information Technology Program.

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

TLB/rs

Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529
OLNEY CENTRAL COLLEGE
MEDICAL OFFICE ASSISTANT & ADMINISTRATIVE INFORMATION
TECHNOLOGY PROGRAMS**

AGENCY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529: OLNEY CENTRAL COLLEGE for its Medical Office Assistant Program and Administrative Information Technology Program. (hereinafter referred to as OLNEY CENTRAL COLLEGE) and CRAWFORD MEMORIAL HOSPITAL (hereinafter referred to as AGENCY):

WITNESSETH THAT:

WHEREAS, OLNEY CENTRAL COLLEGE desires to make use of the AGENCY'S facilities for Internships by students of the Medical Office Assistant Program, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and faculty of OLNEY CENTRAL COLLEGE for the purpose of gaining knowledge and experience in the field of Office Technologies,

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

1. The AGENCY agrees to make its facilities available for medical office assistant and administrative information technology internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the Coordinator of the Medical Office Assistant Program on behalf of OLNEY CENTRAL COLLEGE and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.
3. OLNEY CENTRAL COLLEGE Program Coordinator will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in

consultation with the OLNEY CENTRAL COLLEGE Program Coordinator. The Program Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard to safety, health and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The OLNEY CENTRAL COLLEGE Program Coordinator will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. This process will be cleared through the OLNEY CENTRAL COLLEGE Program Coordinator who will remove the student(s) from the internship.

5. If a physical exam or TB test is required, these will be scheduled through AGENCY with no cost to the student.

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

6. The student(s) and Program Coordinator will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, OLNEY CENTRAL COLLEGE Program Coordinator and student(s). Compensation is not a requirement. Neither OLNEY CENTRAL COLLEGE or AGENCY hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Student(s) shall be covered by professional liability insurance through OLNEY CENTRAL COLLEGE prior to any assignment at the AGENCY.

8. An annual review of the agreement may be made each spring if either party requests the review. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in OLNEY CENTRAL COLLEGE's Medical Office Assistant Program or Administrative Information Technology Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their experience needed for graduation at the AGENCY.

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

AGENCY

OLNEY CENTRAL COLLEGE

Chair, IECC Board of Trustees

President, Olney Central College

Dean, Olney Central College

Administrator, Hospital or Agency

Internship Program Coordinator

Chief Executive Officer,
Illinois Eastern Community Colleges

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

September 4, 2008

Agenda Item #8K

Affiliation Agreement with National Healthcare/Crossroads Hospital

Agenda Item #8K

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
RE: Affiliation Agreement with National Healthcare/Crossroads Hospital

IECC wishes to enter into an affiliation agreement with National Healthcare/Crossroads Hospital located in Mt. Vernon, Illinois.

This affiliation agreement is for the Medical Office Assistant Program.

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

TLB/rs

Attachment

Compliance Addendum

1. If required by the applicable provisions of the Social Security Act related to reasonable cost determinations of hospitals, until the expiration of four (4) years after the termination of this Agreement, Contractor shall make available, upon written request from the Secretary of the United States Department of Health and Human Services, or upon request from the Comptroller General of the United States, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Contractor under this Agreement. Contractor further agrees that if it carries out any of its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization shall make available, upon written request from the Comptroller General of the United States, or any of their duly authorized representatives, a copy of such Agreement and such books, documents and records as are necessary to verify the nature and extent of such costs.
2. Contractor shall not perform and is not being compensated for marketing services with respect to the services to be performed at Hospital. Contractor represents and warrants that no part of the compensation paid hereunder is in exchange for the referral or arrangement for referral of any patient to the Hospital. Contractor represents and warrants that, in connection with the services to be performed pursuant to this Agreement, each employee, independent contractor, or other entity or person performing services pursuant to the Agreement shall be compensated in a manner that complies fully with a “safe harbor” to the Federal Anti-Kickback Statute, an exception to the Stark Laws, and an appropriate exception to any state statutes similar to either or both of the foregoing federal statutes, as applicable.
3. Both as a material condition to this Agreement and as a continuing representation and warranty for the duration of this Agreement, Contractor represents and warrants that neither it nor any of its owners, officers, directors, employees, agents, subcontractors, etc. have been suspended, excluded, or debarred from any government payer program.
4. Contractor and each employee, independent contractor, and other entity or person performing services pursuant to this Agreement shall participate in the Compliance Program and adhere to all policies and procedures of the Hospital.

Hospital

Contractor

CEO

Date

Date

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the “Addendum”) is made as of the ___ day of _____, 20__ (the “Effective Date”), by and between Business Associate and Covered Entity (collectively the “Parties”) to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (“the Privacy Rule”) and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (“the Security Rule”) and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides _____ to or on behalf of Covered Entity;

WHEREAS, Hospital and Vendor entered into an Agreement dated _____, (the “Agreement”);

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the Privacy Rule; and

WHEREAS, the Privacy Rule requires that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.

1. Business Associate. “Business Associate” shall mean _____.

2. Covered Entity. “Covered Entity” shall mean _____.

3. Designated Record Set. “Designated Record Set” shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For

purposes of this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

4. HIPAA Rules. The Privacy Rule and the Security Rule are referred to collectively herein as “HIPAA Rules.”
 5. Individual. “Individual” shall mean the person who is the subject of the protected health information.
 6. Protected Health Information (“PHI”). “Protected Health Information” or PHI shall mean individually identifiable health information that is transmitted or maintained in any form or medium.
 7. Required by Law. “Required by Law” shall mean a mandate contained in law that compels a use or disclosure of PHI.
 8. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Addendum, Covered Entity may disclose PHI to Business Associate for the purposes of _____.
- C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:
1. provide Business Associate a copy of its Notice of Privacy Practices (“Notice”) produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
 2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate’s permitted or required uses and/or disclosures;
 3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522;
 4. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate; and
 5. If Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual’s right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI.

- D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the Privacy Rule applicable to business associates (as defined by the Privacy Rule), including:
1. Use and Disclosure of PHI. Except as otherwise permitted by this Addendum or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide _____ services to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:
 - (a) provide information to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the Privacy Rule and this Addendum;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Addendum or for a purpose not expressly permitted by the HIPAA Rules.
 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the Privacy Rule.
 3. De-identified Information. Business Associate may use and disclose de-identified health information if (i) the use is disclosed to Covered Entity and permitted by Covered Entity in its sole discretion and (ii) the de-identification is in compliance with 45 C.F.R. §164.502(d), and the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b).
 4. Safeguards. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Addendum or as required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the

confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

5. Minimum Necessary. Business Associate shall attempt to ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Addendum. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate’s own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Addendum.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.
 - (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. 164.526.

If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.

- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Addendum may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.
10. Withdrawal of Authorization. If the use or disclosure of PHI in this Addendum is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the

Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Security Incident. Business Associate agrees to immediately report to the Covered Entity any security incident of which Business Associate becomes aware.

E. Term and Termination.

1. Term. This Addendum shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Breach. If Business Associate breaches any provision in this Addendum, Covered Entity may, at its option, access and audit the records of Business Associate related to its use and disclosure of PHI, require Business Associate to submit to monitoring and reporting, and such other conditions as Covered Entity may determine is necessary to ensure compliance with this Addendum, or Covered Entity may terminate this Addendum on a date specified by Covered Entity.
3. Effect of Termination. Upon termination of this Addendum for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Addendum to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

F. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Addendum. This indemnity shall apply even if Covered Entity is

alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Addendum, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Addendum or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Addendum shall survive the termination of this Addendum.
5. Notices. Any notices pertaining to this Addendum shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:
Crossroads Community Hospital
#8 Doctors Park Road
Mt. Vernon, IL 62864

Attn: CEO

If to Business Associate:

Attn: _____

6. Amendments. This Addendum may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Addendum from time to time as necessary, in order to allow Covered Entity's to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Addendum and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Illinois, without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Addendum is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Addendum without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Addendum. Nothing in this Addendum shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Addendum may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Addendum will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
12. Severability. The provisions of this Addendum shall be severable, and if any provision of this Addendum shall be held or declared to be illegal, invalid or

unenforceable, the remainder of this Addendum shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

13. No Third Party Beneficiaries. Nothing in this Addendum shall be considered or construed as conferring any right or benefit on a person not party to this Addendum nor imposing any obligations on either Party hereto to persons not a party to this Addendum.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Addendum are inserted for convenience only, do not constitute a part of this Addendum and shall not affect in any way the meaning or interpretation of this Addendum.
15. Entire Addendum. This Addendum, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Addendum is in effect, constitutes the entire Addendum between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, Addendums, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Addendum in any provisions of the Exhibits, Riders, or amendments, the provisions of this Addendum shall control.
16. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Addendum shall prevail over the provisions of any other Addendum that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Addendum or the HIPAA Rules.
17. Regulatory References. A citation in this Addendum to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Agreed to:

BUSINESS ASSOCIATE

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____

COVERED ENTITY

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____

Agenda Item #8L

Affiliation agreement with Olney Renal Life Link/Olney Dialysis

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
RE: Affiliation Agreement with Renal Life Link/Olney Dialysis

IECC wishes to enter into an affiliation agreement with Renal Life Link, Incorporated d/b/a Olney Dialysis located in Olney, Illinois.

This affiliation agreement is for the Associate Degree Nursing Program.

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

TLB/rs

Attachment

STUDENT TRAINING AGREEMENT

This Student Training Agreement (“Agreement”) is made and entered into this 1st day of September, 2008, by and between **ILLINOIS EASTERN COMMUNITY COLLEGES d/b/a OLNEY CENTRAL COLLEGE** (“Sponsoring Institution”) and **RENAL LIFE LINK, INC. d/b/a OLNEY DIALYSIS** (“Facility”).

WHEREAS, Sponsoring Institution offers to enrolled students a degree program in the field of **Nursing**; and

WHEREAS, Sponsoring Institution conducts and maintains a Program into which it admits properly qualified individuals for training (“Students”); and

WHEREAS, Facility conducts, maintains, and carries on a health-related activity and is willing to provide clinical training and/or observation to Students of Sponsoring Institution so long as such training does not interfere with Facility’s obligations to its patients; and

WHEREAS, the parties desire to establish their respective rights, responsibilities, and obligations in the Program;

NOW, THEREFORE, in consideration of the agreements herein contained, it is hereby mutually agreed between Sponsoring Institution and Facility as follows:

1. RESPONSIBILITIES OF SPONSORING INSTITUTION

Sponsoring Institution will perform the following acts, duties, and services:

a. Sponsoring Institution will assign Students who have successfully completed appropriate clinical education and training experience as Program participants to the Facility.

b. Sponsoring Institution will require each Student to maintain, or Sponsoring Institution will provide throughout the Term of the Program, without interruption, applicable professional liability insurance. This insurance coverage shall be primary coverage and not secondary coverage, contributory or excess coverage in combination with coverage Facility may maintain. Each Student or Sponsoring Institution, as the case may be, will provide, at the request of Facility, a certificate of insurance for each and every Student in the amount of One Million Dollars and No Cents (\$1,000,000.00) for each claim and Three Million Dollars and No Cents (\$3,000,000.00) in the aggregate, naming Facility as an additional insured.

c. Either Sponsoring Institution will provide workers’ compensation or other liability insurance as may be required for Students, or Students will be responsible for providing for their own health insurance. Sponsoring Institution will advise Facility of the arrangement and Sponsoring Institution or Students will provide Facility with evidence of the requested insurance.

d. On or before commencement of the Term of this Agreement, Sponsoring Institution will designate a representative to work with Facility's representative to coordinate the administrative and academic aspects of the Program. Sponsoring Institution will not assign any faculty member to Facility in connection with the operation of the Program who is not appropriately licensed or certified, and will keep evidence of the licensure or certification of all assigned faculty on file with Facility at all times.

e. Sponsoring Institution will inform each Student that he or she is responsible for:

(i) respecting the confidentiality of Facility's patients and Facility's patient records and complying with the Health Insurance Portability and Accountability Act ("HIPAA") and similar state laws;

(ii) complying with all applicable rules, regulations, policies, and procedures of Facility;

(iii) complying with all state laws and regulations regarding the scope of practice of student interns;

(iv) providing uniforms as required;

(v) complying with all policies concerning universal precautions, including wearing personal protective equipment;

(vi) paying all applicable expenses, including, without limitation, meals, laundering of uniforms, medical expenses, transportation, and books;

(vii) providing Facility with records of each Student's physical examinations, immunization statuses, and other medical tests as requested by Facility and consistent with Facility's policies;

(viii) obtaining written permission from Facility and Sponsoring Institution before publishing any material related to the Program experience; and

(ix) providing Facility with any information it needs, including, without limitation, signing all requisite forms, to allow Facility to conduct a background check on the Student (the background check will not include a report on the Student's credit capacity or credit history) and a drug test;

f. Sponsoring Institution will obtain, upon request of Facility, any authorization from Students necessary for the release of confidential records, including, without limitation, Students' medical records and educational records.

g. Sponsoring Institution shall advise Students that they are not to receive wages during this Program, that they are not deemed employees of Facility, that they are not covered by Facility's workers' compensation insurance in case of injury, and that they should have no expectation of employment upon the conclusion of the Program.

h. Sponsoring Institution shall remove any Student from participation in the Program upon Facility's request for any reason deemed reasonable and

sufficient by Facility, in its sole discretion, provided that Facility will exercise said removal rights in a nondiscriminatory manner.

i. Sponsoring Institution shall be responsible for maintaining all records and reports concerning or in any way related to the participation of all Students in the Program and the Program. At no time shall the names of any of Facility's patients appear in these records or reports.

j. Sponsoring Institution shall require each Student to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Confidential Information Agreement in the form attached hereto as Exhibit B.

2. RESPONSIBILITIES OF FACILITY

Facility, acting by and through its Facility Administrator, will perform the following acts, duties, and services:

a. Facility will designate an employee who will act as a liaison between it and Sponsoring Institution.

b. Facility will provide Students and faculty with an orientation to Facility. The orientation shall include, but will not be limited to, instructions concerning Facility's rules, regulations, policies, procedures, universal precautions, and confidentiality.

c. Facility shall provide Students with a structured Program and supervision commensurate with the Program. Facility shall also provide personnel and related resources to implement the Program.

d. Facility shall permit Students to use equipment at Facility, as Facility determines appropriate, and Facility shall provide Students with access to its break room.

e. Facility shall provide, or be responsible for providing, at Students' expense, emergency medical care for any Student as may be necessary for any illness or injury arising from any activity the Student was engaged in as part of the Program. The Student or Sponsoring Institution is responsible for paying the Student's medical expenses. Nothing in this Agreement shall be construed as an assumption of liability by Facility for any injury suffered by a Student during his or her experience at Facility.

f. Facility retains the right to request removal of any Student from participation in the Program who, for any reason deemed sufficient by Facility, in its sole discretion, is not complying with the terms and conditions of this Agreement or Facility's policies and procedures; is disruptive; is behaving in a manner detrimental to the Program and/or Facility's patients, including drug or alcohol use; or is not participating in the Program at a level which will permit the Student to achieve the benefits of his/her experience; provided; however, that Facility exercises said privilege in a nondiscriminatory manner.

g. Facility shall provide Sponsoring Institution with periodic reports, in the format requested by Sponsoring Institution, concerning the progress of

Students. However, Sponsoring Institution shall at all times remain solely responsible for the evaluation and grading of Students.

h. Sponsoring Institution acknowledges that Facility is not responsible for the design or implementation of the Program but is merely affording Students an opportunity to secure an observational and/or clinical experience in a work setting different from that maintained by Sponsoring Institution.

3. MUTUAL RESPONSIBILITIES

Sponsoring Institution and Facility, in cooperation and collaboration with each other, agree as follows:

a. The parties agree to meet, at reasonably noticed and scheduled meetings, to plan and implement the learning experiences of Students.

b. Both parties shall agree on the period of time for each Student's experience prior to the beginning of the Program.

c. Both parties shall agree on the number of Students, necessary qualifications, and experience for the Program participants subject to space, time, and needs limitations.

4. CONFIDENTIALITY

Sponsoring Institution and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information, by law, 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. Sponsoring Institution shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Facility.

Sponsoring Institution, and its agents, students, faculty, representatives, and employees, and Facility, and its agents and employees, mutually agree to comply with the relevant provisions of HIPAA. Both parties acknowledge and agree that, from time to time, HIPAA may require modification to this Agreement for compliance purposes. Both parties further acknowledge and agree to comply with requests by either party related to HIPAA.

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 terminating this Agreement upon written notice to Sponsoring Institution. Sponsoring Institution acknowledges and recognizes that the unauthorized disclosure of confidential information, Protected Health Information ("PHI"), as defined by HIPAA, or the terms of this Agreement, unless specifically required by federal, state, or other law, shall be a material breach and Facility may seek immediate injunctive relief and elect to institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, to enforce specific performance of Sponsoring Institution, to enjoin any

threatened or actual breach of this Agreement by Sponsoring Institution, its agents, students, faculty, representatives, and employees, as appropriate, and/or to recover any damages resulting from the breach hereof and recover reasonable attorneys' fees and costs of prosecuting any such action.

5. TERM AND TERMINATION

a. This Agreement shall be for an initial term of one (1) year commencing on the 1st day of September, 2008 ("Term"), and will thereafter automatically renew for one (1) year successive terms, unless terminated sooner by either party in accordance with this Agreement.

b. This Agreement may be terminated by either party, with or without cause, following thirty (30) days' advance written notice by certified, registered mail to the other party. No termination shall be effective until the completion of the Program by those Students participating in the Program at the time the notice is given, unless Facility, in its absolute and sole discretion, discovers that the performance of this Agreement exposes Facility's patients and/or employees to harm or potential harm.

6. INDEMNIFICATION

To the extent permitted by law, each party agrees to indemnify and hold harmless the other party for and on account of any and all claims, liabilities, causes of action, damages, suits, judgments, and expenses, including, without limitation, reasonable attorneys' fees, arising out of, related to, or in any way connected with the negligent, reckless, or intentional acts or omissions of the other party, its faculty, employees, officers, or Students while in the conduct of the Program.

7. NO REMUNERATION

No pay or remuneration will be given to either party for participation in the Program under this Agreement.

8. COMPLIANCE

Sponsoring Institution and Facility agree and certify that this Agreement is not intended to generate referrals for services or supplies for which payment may be made in whole or in part under any federal health care program. Sponsoring Institution and Facility will comply with statutes, rules, and regulations as promulgated by federal and state regulatory agencies or legislative authorities having jurisdiction over the parties.

10. GENERAL PROVISIONS

a. Status of Parties. The parties agree that the staff and Students of Sponsoring Institution participating in the Program are independent contractors, and, as such, are not the employees or agents of Facility and are not entitled to any benefits from Facility, including, but not limited to, workers' compensation, unemployment compensation, medical treatment (except as hereinabove provided), insurance, or any other benefits provided by Facility to its employees,

h. Nonexclusive Agreement. This Agreement is nonexclusive. Either party reserves the right to participate in other clinical training programs.

i. Nondiscrimination. Neither the Sponsoring Institution nor the Facility will discriminate against any person because of race, color, religion, sex, national origin, age, disability, sexual orientation, marital status, veteran status, Vietnam-era veteran status, or any other protected class status.

j. Assignment. Neither party may assign this Agreement to any party or entity without the prior written consent of the other party. This Agreement inures solely to the benefit of the parties hereto and does not, and shall not be construed to, create any third-party rights, including, without limitation, any third-party beneficiary rights to Students.

k. Amendment. This Agreement shall not be amended or modified, except by an instrument in writing duly executed by the parties hereto.

l. Name or Logo. Neither party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval, which approval shall not be unreasonably withheld.

m. Approval by DaVita Inc. as to Form. The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita Inc. as to the form of hereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the date and year first above written.

Name of Sponsoring Institution
ILLINOIS EASTERN COMMUNITY COLLEGES d/b/a OLNEY CENTRAL COLLEGE

By: _____
Department Head of Nursing Date

By: _____
Associate Dean of Nursing and Allied Health Date

By: _____
President, Olney Central College Date

By: _____
Chairman, IECC Board of Trustees Date

Name of DaVita Legal Entity
RENAL LIFE LINK, INC.

By: _____
Lewis T. Blair
Regional Operations Director

_____ Date

Approved by DaVita Inc. as to Form:

Ben C. Huddleston
Group General Counsel

EXHIBIT A

STATEMENT OF RESPONSIBILITY

I acknowledge and agree that in order to participate in the observation of the patients of Olney Dialysis ("Facility"), I agree to act within the scope of instructions given to me, and I will always conduct myself in a safe manner. I also acknowledge that I have discussed the operations of Facility with the appropriate members of the care team and/or faculty members of Illinois Eastern Community Colleges d/b/a Olney Central College ("Sponsoring Institution") and have learned about the various risks and dangers that I may be exposed to when I enter the facility. The risks we have discussed include, without limitation, the risk of exposure to blood products, which could result in exposure to and infection with the AIDS virus or hepatitis, as well as the risk of exposure to other infectious diseases, such as tuberculosis.

For and in consideration of the benefit provided to me in the form of observing the treatment of patients of Facility, I and my heirs, successors, and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by me while participating in the observer program operated by Sponsoring Institution at Facility.

In addition to the foregoing, I and my heirs, successors, and/or assigns hereby covenant and agree to indemnify and hold harmless Facility for any injury or loss sustained by me while participating in the Program operated by Sponsoring Institution at Facility, or any injury or loss arising from my actions while participating in the Program.

Dated this _____ day of _____, 200____.

Student's Signature

Print Name

Witness

Print Name

EXHIBIT B

CONFIDENTIAL INFORMATION AGREEMENT

I understand the importance of preserving the confidential nature of the information of Olney Central College ("Facility"). This includes, but is not limited to, Facility's data and records relative to business interests, computer systems and programs, projections, business plans, inventions, trade secrets, know-how, as well as information wherein Facility has an obligation of confidentiality to a third party and information concerning any patient, employee, physician, independent contractor, student, fellow, or volunteer. I understand the necessity that such information not be compromised for any reason other than necessary business or medical communications and treatment needs.

I further understand that patient information is confidential and not to be discussed with or disseminated to anyone, either inside or outside Facility, except on an as-needed basis for the treatment of the individual, payment related thereto, or for Facility's healthcare operations in compliance with federal and state regulations. Unauthorized dissemination may be a violation of federal and state laws.

I am also aware and fully understand, that any violation of this Confidential Information Agreement is grounds for corrective action, up to and including immediate termination of any agreement between Facility and any of its subsidiaries and/or related organizations by which I am bound.

Print Name _____

Signature _____

Company Name/Sponsoring Institution _____

Date _____

Affiliation

DVA Employee _____

Student _____

Agency Employee _____

Volunteer _____

Independent Contractor _____

Attending Physician _____

Medical Director _____

Nephrology Fellow _____

Agenda Item #8M

Preceptor Agreement with Sarah Bush Lincoln Health Center

Agenda Item #8M

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
RE: Preceptor Agreement with Sarah Bush Lincoln Health Center

IECC wishes to enter into a preceptor agreement with Sarah Bush Lincoln Health Center located in Charleston, Illinois.

This preceptor agreement is for the Associate Degree Nursing Program.

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

TLB/rs

Attachment

ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT 529

**OLNEY CENTRAL COLLEGE ASSOCIATE DEGREE NURSING PROGRAM
FCC - LTC - OCC - WVC**

**PRECEPTOR AGREEMENT
AMENDMENT TO AGENCY AFFILIATION AGREEMENT**

This Amendment to Agency Affiliation Agreement is entered into this 1st day of September, 2008, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE, and WABASH VALLEY COLLEGE, for its Associate Degree Nursing Program, (hereinafter sometimes referred to as “District #529) and Sarah Bush Lincoln Health Center, of Charleston, IL, (hereinafter sometimes referred to as “Agency”)

Whereas, the parties have previously entered into an Agency Affiliation Agreement,

NOW, THEREFORE, in consideration for the mutual covenants and agreements contained herein, the parties agree to the following terms and conditions for a Preceptorship Program.

1. DEFINITION OF TERMS FOR:

A. Preceptorship: A teaching/learning method in which a student is assigned to a preceptor for the purpose of experiencing individualized clinical supervision.

B. Preceptor: A registered nurse with greater than or equal to two years clinical experience with demonstrated competency who has been recommended by the supervisor nurse manager. A preceptor uses the title “Voluntary Clinical Teaching Associate for Olney Central College Associate Degree Nursing Program.” The preceptor retains ultimate responsibility for the comprehensive care of assigned clients and functions as a role model for professional practice.

C. Preceptee: A student responsible for providing nursing care to assigned clients under the supervision of an approved preceptor.

D. Faculty Liaison: A nursing instructor who collaborates with a preceptor to facilitate and evaluate student learning in clinical experiences. The nursing instructor assumes ultimate accountability for application of theory, evaluates overall student learning experience, and assigns the student’s final grade.

E. Preceptor Setting: The environment in which nursing care is delivered during preceptorship experiences.

F. Preceptorship Clinical Objectives: Desired student outcomes for a clinical experience. Clinical objectives are specified in each student’s course module.

G. Educational Outcomes: The knowledge, skill, and attitudes demonstrated by the associate degree nurse as the result of associate degree nursing education. Educational outcomes encompass those competencies expected at the time of graduation as well as those anticipated after six months of practice as a registered nurse.

2. PRECEPTOR SELECTION: The nurse preceptor should be:

- A. Licensed as a RN with greater than or equal to two years clinical experience with demonstrated competency.**
- B. Recommended by supervisor/nurse manager.**
- C. Willing to serve as a preceptor to students.**
- D. Supportive of the philosophy of the OCC-ADN Program.**

3. PRECEPTOR RESPONSIBILITIES: Each preceptor shall have the following responsibilities:

- A. Complete orientation as provided by District #529.**
- B. Supervise patient care according to clinical objectives.**
- C. Choose the preceptee's patient assignment based on clinical objectives.**
- D. Review his or her daily assignments and confer periodically with the faculty liaison regarding the complexity of nursing tasks assigned.**
- E. Review preceptee's daily objectives and facilitate his/her learning through selection of increasingly complex duties in order to meet clinical objectives.**
- F. Supervise and guide the student in the clinical area.**
- G. Teach patient-centered care to the preceptee.**
- H. Act as a role model for the preceptee by adhering to nursing policies and procedures when giving patient care.**
- I. Assist the preceptee in organizing and prioritizing daily patient care routines.**
- J. Provide feedback to the preceptee and evaluate the preceptee's progress toward fulfilling designated clinical objectives on a weekly basis.**
- K. Collaborate with the faculty liaison as necessary to evaluate progress and address any additional educational issues.**
- L. Provide written evaluation to the preceptee at mid-rotation and the end of the experience.**

4. PRECEPTOR TITLE:

Voluntary Clinical Teaching Associate for
Olney Central College
Associate Degree Nursing Program

5. PRECEPTORSHIP: District #529 will ensure that its faculty will serve as liaison to Agency nurse preceptors and will:

- A. Provide guidance and support to the preceptor.**

- B. Be responsible for student learning experiences.**
6. PRECEPTOR ASSISTANCE: District #529 Nursing Faculty will:
- A. Help to identify learning experiences needed for the individual student.**
 - B. Meet with the preceptor on a regularly scheduled basis to discuss the student's progress.**
 - C. Be available by telephone for consultation during times agreed to by the instructor and the preceptor.**
 - D. Help with student evaluation process.**
 - E. Be a resource and support person in guiding the preceptor in his/her role.**
 - F. Assign on a weekly clinical rotation, no more than TWO STUDENTS in a clinical group to preceptors. Preceptors and students will be assigned on a 1:1 ratio.**
 - G. Assign the same clinical objectives as for other students.**
 - H. Recruit preceptors for this experience.**
 - I. Orient preceptors to the OCC-ADN philosophy; objectives, roles, and responsibilities.**
 - J. Be available to the preceptor when preceptor is working directly with the student.**
 - K. Be responsible for the final determination of the student's successful completion of the objectives.**
 - L. Collaborate with the preceptor in evaluation of the student's clinical experience.**
 - M. Faculty is responsible for providing the preceptor with his/her telephone number and information about where to be contacted.**
 - N. Student hours with preceptorship shall be no more than ten (10) hours per week.**
 - O. Ask students to apply for clinical areas of interest.**
7. PRECEPTEE (STUDENT) RESPONSIBILITIES: Each student who enters the preceptorship program shall have the following responsibilities:
- A. Confer daily with preceptor for mutual evaluation of daily patient care activities.**
 - B. Accept accountability for nursing judgment and care of patient.**
 - C. Achieve clinical objectives at a predetermined satisfactory level.**
 - D. Work under the supervision of an approved preceptor with faculty functioning in a liaison role.**
 - E. Share clinical objectives with preceptor. Failure to present and share clinical objectives indicates that the student is not prepared for clinical.**
 - F. Ask for feedback regarding clinical performance.**
 - G. Self-evaluate clinical experiences.**

- H. Present to the preceptor skills performance check-off list from OCC-ADN program at each clinical. Failure to present this list indicates that student is not prepared for clinical.**
- I. Students will be allowed to implement with a preceptor only nursing skills that have been satisfactorily checked off on in the campus lab. These skills will be noted on a check-off sheet that was previously signed by the nursing instructor. Students will be responsible for taking this check-off sheet with them when working with the preceptor.**
- J. Student must have the clinical instructor's telephone number and be able to contact them should the need arise**
- K. Notify instructor if assigned to a preceptor where student is also employed.**
- 8. INSURANCE: Nursing students assigned to a preceptor will be covered by the insurance applicable to the current Agency Affiliation Agreement.**
- 9. LIABILITY: Liability will be the same as written in the current Agency Affiliation Agreement.**

In Witness Whereof, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the day and year first above written.

AGENCY:

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

Vice President or
Director of Nursing Services

Department Head of Nursing, ADNP

Associate Dean of Nursing and Allied
Health

Administrator, Hospital
or Agency

President, Olney Central College

Chairman, IECC Board of Trustees

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

Developed: 7/96
Reviewed: 7/99; 8/2008
Revised: 7/04

Agenda Item #8N

Wabash Valley College Environmental Survey

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2008
RE: WVC Environmental Survey

At one time, Wabash Valley College (WVC) had an underground tank for the storage of gasoline. The tank was removed pursuant to the Illinois Environmental Protection Agency (IEPA) guidelines and the tank disposed of properly. The IEPA regulations require periodic testing of the tank site and the surrounding area.

L.E. Anderson Brothers Oil Company, Inc. was the owner and operator of the underground tank and has contracted with, at no cost to the District, CW3M Company to complete the required environmental tests.

To complete its work, CW3M has requested an access license to the premises of WVC and to conduct such work as to place the site in compliance.

I ask the Board's approval of the access license with CW3M Company. The agreement will be available for review at the Board meeting.

TLB/rs

Agenda Item #9

Bid Committee Report

Baseball Field Renovation - LTC

BID COMMITTEE REPORT

SEPTEMBER 16, 2008

Lincoln Trail College

1. Baseball Field Renovation

TO: Board of Trustees
 FROM: Bid Committee
 SUBJECT: Bid Recommendation – Baseball Field Renovation - Lincoln Trail College
 DATE: September 16, 2008

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

Bid Committee recommends acceptance of the bid that meets all specifications from Mid-America Sports Advantage in Jasper, Indiana for a total of \$12,837.15.

Company	Fence Slats	Pitching Platform	170' x 167' Tarp	18' Round Tarp	30' Round Tarp	Infield Protector	
	#1	#2	#3	#4	#5	#6	Total
Mid-America Sports Advantage Jasper, IN	\$6,404.40	\$819.95	\$4,173.95	\$340.95	\$707.95	\$389.95	\$12,837.15
Sport Supply Group, Inc. Dallas, TX	No-Bid	744.00	3,878.00	418.00	838.00	412.00	6,290.00
Sport Supply Group, Inc. Dallas, TX Alt. Bids		929.99	3,999.99	439.99	859.99	494.99	6,724.95

Respectfully Submitted,

Terry L. Bruce
 Mitch Hannahs
 Harry Hillis, Jr.
 Bev Turkal

Source of Funds: Lincoln Trail College Foundation

Department: Athletics

Rationale for Purchase: Renovation is needed for the overall improvement of the baseball field project.

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

BASEBALL FIELD RENOVATION BID ITEMS:

Please quote prices for each of the following items. All prices should include all freight costs and delivery to Lincoln Trail College, 11220 State Highway, Robinson, IL 62454. Installation is NOT to be included.

<u>Item #</u>	<u>Quantity</u>	<u>Description</u>	<u>Bid Amount</u>
1.	72 bags	Fence slats top lock 8'H, dark green (bag of 10 LN/FT)	_____
2.	1	Promounds BP Pitching Platform standard 3.5x7	_____
3.	1	Premium Tarp 170'x167' 6.3oz/12MIL w/ 100 bags	_____
4.	1	Heavyweight field tarp 18' round 16oz green	_____
5.	1	Heavyweight field tarp 30' round 16oz green	_____
6.	1	Infield protector large super-duty 64'x24'x20'	_____

All freight, shipping, delivery and handling charges are to be included in bid total. The quotation as submitted on this form will remain firm for six weeks from the date quotation is opened by Illinois Eastern Community Colleges.

TOTAL BID _____

SIGNATURE _____

PRINT NAME _____

COMPANY _____

ADDRESS _____

TELEPHONE _____

FAX NO. _____

DATE _____

NOTE: PLEASE SUBMIT BID IN DUPLICATE.

Agenda Item #10

District Finance

A. Financial Report

B. Approval of Financial Obligations

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

TREASURER'S REPORT August 31, 2008

FUND	BALANCE
Educational	\$2,845,397.89
Operations & Maintenance	\$329,988.92
Operations & Maintenance (Restricted)	\$389,946.24
Bond & Interest	\$639,608.82
Auxiliary	\$315,363.40
Restricted Purposes	\$135,048.85
Working Cash	\$60,941.20
Trust & Agency	\$415,165.51
Audit	\$28,626.62
Liability, Protection & Settlement	\$346,816.58
TOTAL ALL FUNDS	\$5,506,904.03

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
August 31, 2008

	ALL FUNDS
	Fiscal Year 2009
ASSETS:	
CASH	5,506,904
IMPREST FUND	21,500
CHECK CLEARING	12,000
INVESTMENTS	11,341,706
RECEIVABLES	3,659,678
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	512,740
OTHER ASSETS	456,014
TOTAL ASSETS AND OTHER DEBITS:	21,510,542
 LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	-
ACCOUNTS PAYABLE	11,013
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
OTHER LIABILITIES	179,435
TOTAL LIABILITIES:	190,448
 EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	2,567,241
PR YR BDGTD CHANGE TO FUND BALANCE	(294,392)
 FUND BALANCES:	
FUND BALANCE	6,070,085
RESERVE FOR ENCUMBRANCES	12,977,160
TOTAL EQUITY AND OTHER CREDITS	21,320,094
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 21,510,542

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 As Of August 31, 2008

ALL FUNDS

FY 2009
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	1,662,885
STATE GOVT SOURCES	63,191
STUDENT TUITION & FEES	5,100,498
SALES & SERVICE FEES	756,217
FACILITIES REVENUE	1,136
INVESTMENT REVENUE	3,153
OTHER REVENUES	21,048
TOTAL REVENUES:	7,608,128

EXPENDITURES:

INSTRUCTION	1,055,767
ACADEMIC SUPPORT	78,686
STUDENT SERVICES	168,492
PUBLIC SERV/CONT ED	7,912
OPER & MAINT PLANT	982,174
INSTITUTIONAL SUPPORT	1,241,791
SCH/STUDENT GRNT/WAIVERS	1,380,632
AUXILIARY SERVICES	1,074,420
TOTAL EXPENDITURES:	5,989,874

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	1,618,254
-------------------------------------	-----------

ILLINOIS EASTERN COMMUNITY COLLEGES
OPERATING FUNDS

FISCAL YEAR 2009

College	Category	Budget	Spent Thru August	% of Bdgt	% of Year
Frontier	Bills		\$394,034		
	Payroll		210,943		
	Totals		604,977		17%
Lincoln Trail	Bills		596,874		
	Payroll		226,167		
	Totals		823,041		17%
Olney Central	Bills		542,850		
	Payroll		399,941		
	Totals		942,791		17%
Wabash Valley	Bills		647,997		
	Payroll		323,106		
	Totals		971,103		17%
Workforce Educ.	Bills		316,202		
	Payroll		136,542		
	Totals		452,744		17%
District Office	Bills		40,008		
	Payroll		122,444		
	Totals		162,452		17%
District Wide	Bills		391,056		
	Payroll		108,445		
	Totals		499,501		17%
GRAND TOTALS			4,456,609		17%

Excludes DOC

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
August 31, 2008

	Amount	% of Total
Salaries	1,527,588	34.28%
Employee Benefits	262,967	5.90%
Contractual Services	114,256	2.56%
Materials	222,801	5.00%
Travel & Staff Development	17,052	0.38%
Fixed Charges	223,994	5.03%
Utilities	149,569	3.36%
Capital Outlay	537,987	12.07%
Other	1,400,395	31.42%
	<u>4,456,609</u>	<u>100.00%</u>

Agenda Item #11

Chief Executive Officer's Report

Agenda Item #12

Executive Session

Agenda Item #13

Approval of Executive's 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 11, 2008

RE: Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for items 400.1, 400.5., 400.6. and 400.8. will be mailed under separate cover.

INDEX

- 400.1. Employment of Personnel**
- 400.2. Reemployment of IECC/LTC Correctional Center Employees for FY09.
Employment is completely dependent upon funding from the Department
of Corrections.**
- 400.3. FY08-09 Educational Level Changes**
- 400.4. Special Assignment Change**
- 400.5. Salary Adjustment (External Report)**
- 400.6. Request for Approval of Non-College Employment (External Report)**
- 400.7. Leave of Absence Approved by CEO since August 19, 2008**
- 400.8. Retirement**

PERSONNEL REPORT

400.1. Employment of Personnel

A. Professional/Non-Faculty

1. Mary Corry, Coordinator of Allied Health Support & Development, OCC, effective October 6, 2008.

400.2. Reemployment of IECC/LTC Correctional Center Employees for FY09. Employment is completely dependent upon funding from the Department of Corrections.

A. Faculty

- | | |
|----------------------|--|
| 1. Marcie Burton | Job Preparedness Instructor/LCC |
| 2. Alice Holtzhouser | Business Management Instructor/RCC |
| 3. Pamela Murphy | Horticulture Instructor/RCC |
| 4. James Patrick | Commercial Custodial Services |
| 5. Harvey Ricker | Commercial Custodial Services |
| 6. Jackie Shaffer | Job Preparedness Instructor/RCC |
| 7. Lisa Shook | Food Service Technology Instructor/RCC |
| 8. Brent Urfer | Job Preparedness Instructor/RCC |

B. Professional/Non-Faculty

- | | |
|-------------------|---|
| 1. John Arabatgis | Academic Counselor/LCC/RCC |
| 2. Mina Coleman | Youthful Offender Program Counselor/RCC |
| 3. Karen Miller | Youthful Offender Program Counselor/LCC |

C. Classified

- | | |
|--------------------|----------------------|
| 1. Beverly Hemrich | Office Assistant/LCC |
|--------------------|----------------------|

400.3. FY08-09 Educational Level Changes

A. Faculty

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Bo Cook	B	M	\$2,000

400.4. Special Assignment Change

A. Academic

1. Nicholas Short, Head Women's Softball Coach, OCC, changed from \$8,000 to \$6,000 per academic year.

400.5. Salary Adjustment (External Report)

400.6. Request for Approval of Non-College Employment (External Report)

400.7. Leave of Absence Approved by CEO since August 19, 2008

A. None

400.8. Retirement

A. Professional/Non-Faculty

1. Wesley Weber, Program Director, Emergency Preparedness and Industrial Quality Management, FCC, effective June 1, 2009.

Agenda Item #15
Collective Bargaining

Agenda Item #16

Litigation

Agenda Item #17

Acquisition and Disposition of Property

Agenda Item #18

Other Items

Agenda Item #19

Adjournment

TENTATIVE
Protection, Health, Safety and ADA
Projects Schedule
Phase 9

	Estimated Budget										
Districtwide Plumbing & Electrical Survey	\$38,500										
Install / Expand Energy Mgt System - FCC	\$173,700										
Districtwide ADA Compliance Work	\$467,800										
HVAC Replacements & Upgrades, LTC, OCC	\$1,149,500										
Roof Replacement - LTC, OCC	\$471,800										
Combustible Wall Panel Replacement, LTC	\$150,300										
Toilet Replacement & Upgrade, LTC	\$90,800										
Districtwide Asbestos Abatement	\$515,900										
Site Lighting Upgrade, OCC	\$198,500										
Door & Window Replacement, LTC & OCC	\$219,900										
Carpet Replacement, WVC	\$32,700										
Storm Water Remediation, WVC	\$121,000										
GRAND TOTAL	\$3,630,400		Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Partial Accepted	Fully Accepted

8/31/2008